CITY COUNCIL AGENDA

November 17, 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. November 3, 2026 City Council Meeting Minutes - p 6
7. **PRESENTATIONS / PROCLAMATIONS - p 10**
   - A Employee Longevity Awards - p 10
8. **PUBLIC FORUM** (*Citizen input and requests)* - **p 10**
9. **APPOINTMENTS - p 10**
10. **OLD BUSINESS - p 11**
    - A. Data Center Regulation Discussion - p 12
    - B. Fire Department Discussion - p 21
11. **NEW BUSINESS - p 22**
    - A. Street Closure for the 2027 Lions Club Car Show - p 22
    - B. 2026 Lions Park Pool Summary & Recreation Center Improvements - P 26
    - C. Seneca Street Tree Improvement Project - p 32
    - D Elevate Senior Living Development and Purchase/Sale Agreement - p 36
    - E. South Seneca Overrun Pay App - p 54
    - F. Resolution #814-26 Acceptance of Arbor Valley Ph#2 Infrastructure and Authorizing Pay App #5 in the amount of $55,403.10 - p 59
12. **CONSENT AGENDA - p 67**
    - A. Appropriation Ordinance – November 13, 2026 - p 67
    - B. Alcohol Waiver – Staff Holiday Party - p 75
    - C. Street Closure Request Main Street Valley Center Hometown Christmas- p 77
13. **STAFF REPORTS - p 79**
14. **GOVERNING BODY REPORTS - p 80**
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 **apark@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

Agenda –cover page

APPROVAL OF AGENDA

RECOMMENDED ACTION:

Staff recommends motion to approve the agenda as presented.

ADMINISTRATION AGENDA

A. MINUTES:

Attached are the Minutes from November 3, 2026, Regular City Council Meeting as prepared by the City Clerk.

Agenda –cover page

REGULAR COUNCIL MEETING
November 3, 2026
CITY HALL
121 S. MERIDIAN

Mayor Truman called the Regular Council meeting to order at 7:00 p.m. with the following members present: Mayor Truman, Amy Reid, Gina Gregory, Jeanne Daniels, Matt Stamm, Ben Anderson & Ron Colbert.

Members Absent: Eric Scriven

Staff Present: Lloyd Newman, Public Safety Director
Neal Owings, Parks & Public Buildings Director
Kyle Fiedler, Community Development Director
Rodney Eggleston, Public Works Director
Clint Miller, Finance Director
Amanda Park, City Clerk/HR Director
Cyndra Kastens, City Administrator

Press present: Ark Valley News

APPROVAL OF AGENDA -
Evans moved to approve the agenda, seconded by Anderson. Vote yea; unanimous. Motion carried.

ADMINISTRATION AGENDA –
Gregory moved to approve the minutes of October 20, 2026, Regular City Council meeting as presented, seconded by Evans. Vote yea; Opposed Stamm Motion carried.

PRESENTATIONS / PROCLAMATIONS –
NATIONAL VETERANS DAY PROCLAMATION
Mayor Truman read a Proclamation declaring November as Military Appreciation Month and November 11th as Veterans Day.

PUBLIC FORUM –
Sam Bland, 718 N. Meridian, stated that he would like to see public art displayed downtown.

PUBLIC HEARINGS- None

OLD BUSINESS-
A. ORDINANCE # 1451-26 COMMERCIAL AD VALOREM REBATE PROGRAM:
Community Director Fiedler presented Ordinance# 1451-26 commercial ad valorem rebate program.

Anderson made a motion to accept Ordinance#1451-26 with the changes made. Motion seconded by Colbert. Vote: yea; Motion carried.

NEW BUSINESS-
A. WATER RATE STUDY PRESENTATION:
Spencer MacLaughlin presented the Water Rate Study. City Administrator Kastens will continue negotiating rates with the City of Wichita.

B. ELEVATE SENIOR LIVING AGREEMENT:
Moved to the November 17, 2026 agenda.

C. KANSAS GAS FRANCHISE AGREEMENT:
City Administrator Kastens presented Kansas Gas franchise agreement. City Administrator Kastens will bring back a 5% franchise agreement and a 6% franchise agreement for the council.

D. HARVEST PLACE ADDITION REPLAT:
Community Development Director Fiedler presented the Harvest Place addition replat. Change Ave. will need to be corrected to Chance Ave. Removing easement lines and language so that Southern Star is not accepting party to the plat. Removing blanket easements in reserves. Remove City of Wichita and Sedgwick County as parties to the plat, revise easement wording to allow vehicular access for flood control and maintenance.

Evans made motion to approve conditional approve the acceptance dedications pending the plat comments be addressed by SEH**.** Motion seconded by Colbert. Vote: yea; Motion carried

E. SOUTH SENECA PAY APP #1 IN THE AMOUNT OF $446,023.00:
Public Works Director Eggleston presented the South Seneca pay app# 1 in the amount of $446,023.00.

Anderson made motion to approve South Seneca pay app# 1 in the amount of $446,023.00 and authorize the mayor to sign. Motion seconded by Reid. Vote: yea; Motion carried

F. PRAIRE LAKES PH# V CHANGE ORDER #2 IN THE AMOUNT OF $15,900.00:
City Administrator Kastens presented the Prairie Lakes Ph# V change order# 2 in the amount of $15,900.00 for additional grading.

CONSENT AGENDA

A. APPROPRIATION ORDINANCE – OCTOBER 29, 2026
B. GOLD STAR AWARD-APPROVAL OF END OF YEAR BONUS AND ADDITIONALDAY OFF
C. PLANNING & ZONING MINUTES FROM OCTOBER 27, 2026

Reid made motion to approve the Consent Agenda as presented. Motion Seconded by Colbert. Vote: yea; Motion carried.

STAFF REPORTS-

PUBLIC WORKS DIRECTOR EGGLESTON
Director Eggleston gave updates on the Water Treatment Plant, Harvest Place, Valepointe, Arbor Valley and Prairie Lakes.

CITY ADMINISTRATOR KASTENS
City Administrator Kastens stated that the Health Insurance renewal was $1,300,000.00. We quoted a level funded which was about $100,000.00 cheaper. No matter the outcome of this election the citizens of Valley Center will need time to heal.

GOVERNING BODY REPORTS –

MAYOR TRUMAN
No matter the outcome of the election we are still citizens. We are still Valley Center people. Historical Society Chicken Noodle feed with a Bazaar is on Saturday.

COUNCILMEMBER COLBERT
The wrong American Flag is being flown and it is to low.

COUNCILMEMBER ANDERSON
My mother is in charge of the chicken noodle feed, so my family will be taking care of that. We'll have mashed potatoes for everyone to put the chicken and noodles on top of!

Stamm made a motion to adjourn. Motion seconded by Evans. Vote: Yea: Unanimous. Motion carried.

ADJOURN -

The meeting adjourned at 8:27 PM.

_____

Amanda Park, City Clerk

ADMINISTRATION AGENDA

RECOMMENDED ACTION

A. MINUTES:

RECOMMENDED ACTION:

Staff recommends motion to approve the minutes of November 3, 2026, Regular City Council Meeting as presented.

Agenda –cover page

PRESENTATIONS / PROCLAMATIONS

A. Employee Longevity Awards

- Lloyd Newman – 30 years
- Matt Vogt – 30 years
- Scharlene Porchia-Washington – 10 years
- Rasheed Berry – 10 years
- Greg Fox – 5 years

PUBLIC FORUM

APPOINTMENTS

OLD BUSINESS

A. DATA CENTER REGULATION DISCUSSION:

Community Development Director Fiedler will present information on the City's current zoning regulations regarding data centers and items to consider in developing regulations.

- **Data Center Information**

DATA CENTER REGULATION DISCUSSION

Classified as Microsoft Confidential

ZONING CODE

Currently, Valley Center does not have regulations specific to data centers.

- No definition in Valley Center Zoning Code.
- Within the Commercial and Industrial Districts, Special Uses allow for “other uses not specifically listed” for uses that are compatible with permitted uses and uses allowed under special use or conditional use.
- Amend the zoning code to ensure compatibility within the City’s zoning districts.

ZONING CODE

Key Issues:

- High resource consumption: Significant electricity and water usage for cooling and processing.
- Noise impacts: Noise generated from internal servers and external HVAC systems and backup generators may affect surrounding areas.
- Security and safety: Facilities require enhanced physical security and operational safeguards.
- Employment density: Depending on the scale, these facilities create few permanent jobs relative to their size, potentially limiting economic diversification or mixed-use potential.
- By-right, conditional or special use.

DATA CENTER SIZES AND USE

Type	Micro *Speed Boost*	Regional *Shared, Colocation*	Large *Corporate*	Mega *Hyperscale*
Size	Single, small room to a shipping container	10,000 - 100,000 sq ft.	100,000-500,000 sq ft.	Million+ sq.ft
Power	< 100 kW	1-10 MW	10-100 MW	100+ MW
Clients	Self-driving cars, smart factories, 5G	SMBs (law firms, hospitals, startups)	Banks (e.g., JP Morgan) healthcare, government	Amazon, Microsoft, Google, Meta
Goal	Zero latency at the edge	Shared cooling /security costs	Secure, reliable data access	Global AI, streaming, cloud

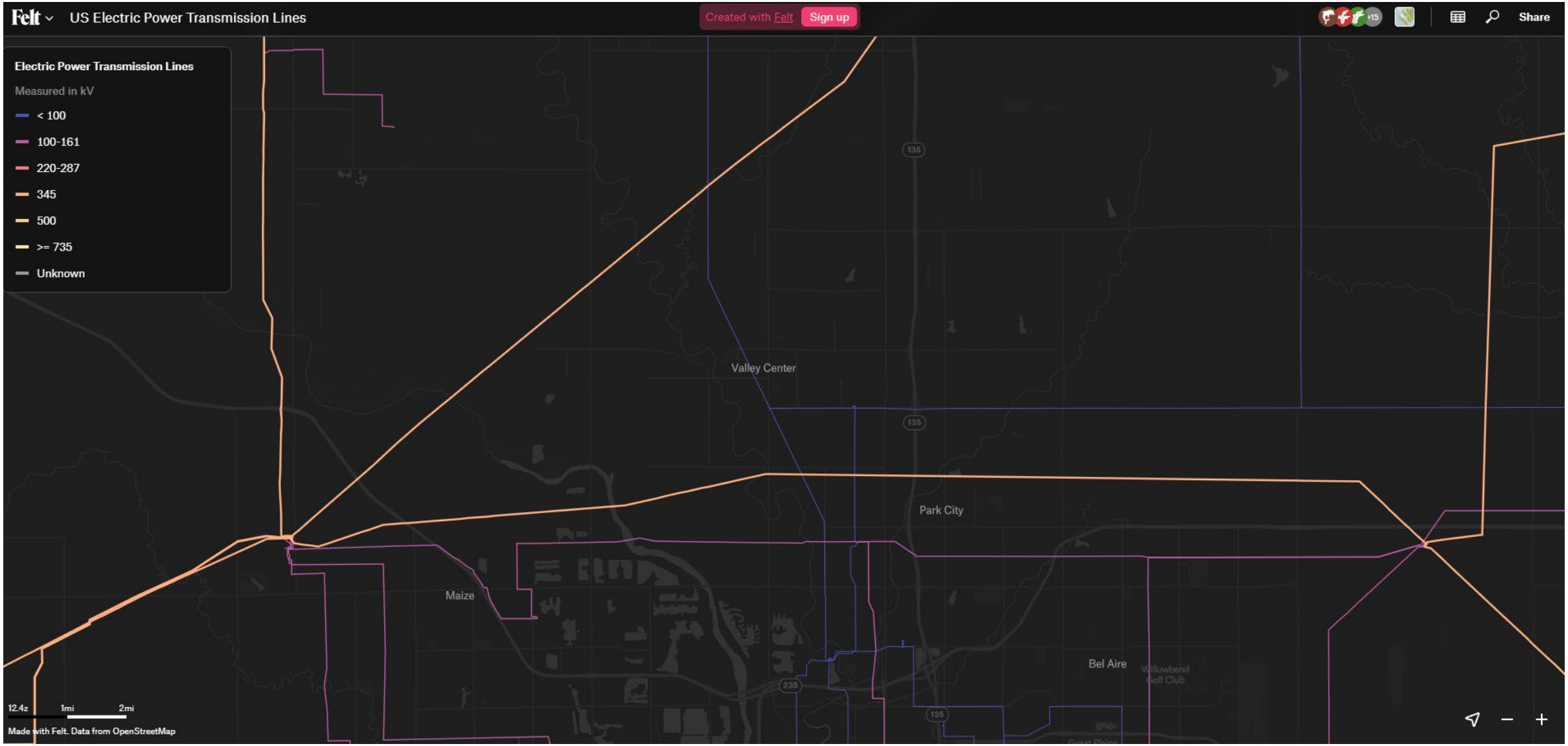
Source: 2026 Data Center Development Fact Sheet, distributed by REAP

ELECTRIC

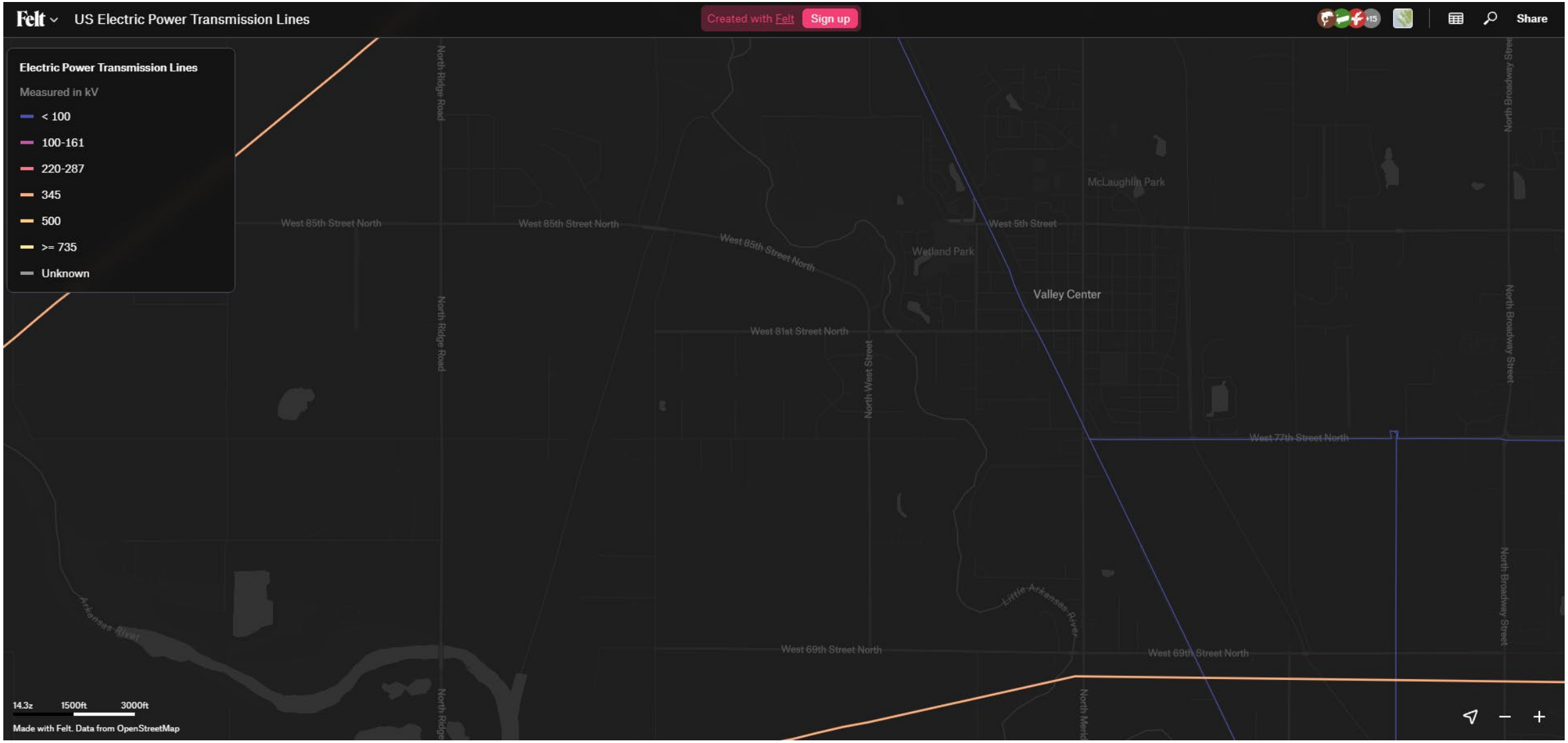
Coordination with Evergy is key:

- Rules established require Evergy to protect existing customers and cannot diminish the electrical supply for other customers.
- Rates:
  - Data centers pay a higher rate that other large customers
  - Data centers pay 100% of costs for infrastructure solely built to serve them
  - Long-term contracts with penalties if they leave early
  - Provide collateral if a project is canceled or abandoned
  - Pay a large minimum monthly bill

ELECTRIC POWER TRANSMISSION LINES



ELECTRIC POWER TRANSMISSION LINES



NEXT STEPS

- Council discussion
- Planning and Zoning discussion
- Staff draft zoning code amendments to include regulation changes
- Advertise and hold a public hearing on the regulation changes (Planning & Zoning)
- Draft ordinance to amend the zoning regulations
- Council considers new ordinance for adoption (2 readings)
- Ordinance published to make changes effective

OLD BUSINESS

RECOMMENDED ACTION

A. DATA CENTER REGULATION DISCUSSION:

Should Council choose to proceed,

RECOMMENDED ACTION:

The Planning and Zoning Board members sought the Council's opinion on regulation changes prior their review of regulation changes. Staff are seeking direction to take to the Planning and Zoning Board.

Agenda –cover page

OLD BUSINESS

B. FIRE DEPARTMENT DISCUSSION:

NEW BUSINESS

A. STREET CLOSURE FOR THE 2027 LIONS CLUB CAR SHOW:

Jana Burks will present the request for the street closures for the 2027 Annual Lions Club Car Show on September 17, 2026

- **City Council Memo**
- **Map of Street Closures**

November 17,2026

To: Valley Center city Council

From: Jana Burks, Lions Club Car Show Co-Chair

Re: Street Closure Approval for 2027 Lions Club Car Show

The 21st Annual Valley Center Lions Club Car Show is scheduled for Friday, September 17,2027 with a rain date of Sunday September 19. The event is the largest yearly fund raiser for the Valley Center club. All proceeds raised are donated directly back to the Valley Center community and its' immediate area.

Our 2026 show had an attendance of 179 cars. We once again had cars from all-over south-central Kansas and even a car from Alva, OK. Over 80 local and area businesses have embraced this event with tremendous sponsorship support and the City of Valley again provided invaluable help and assistance. Our Poker walk game was a big hit for both the participants and the 5 local business who stayed open late and participated.

The Lions Club is again requesting the same street closure plan as used in prior years, which includes the show using the two blocks of west Main Street, Park Street, both north and south to the alley and Ash street south of Main to the Alley. (see Map). Traffic on Ash to bypass the show would not be affected. As approved in the past, a 2:00 PM street closure is requested for the 17th with registration beginning around 3:00PM. IF the rain date is required, the closure layout would remain the same but with a noon closure and 1:00 for registration.

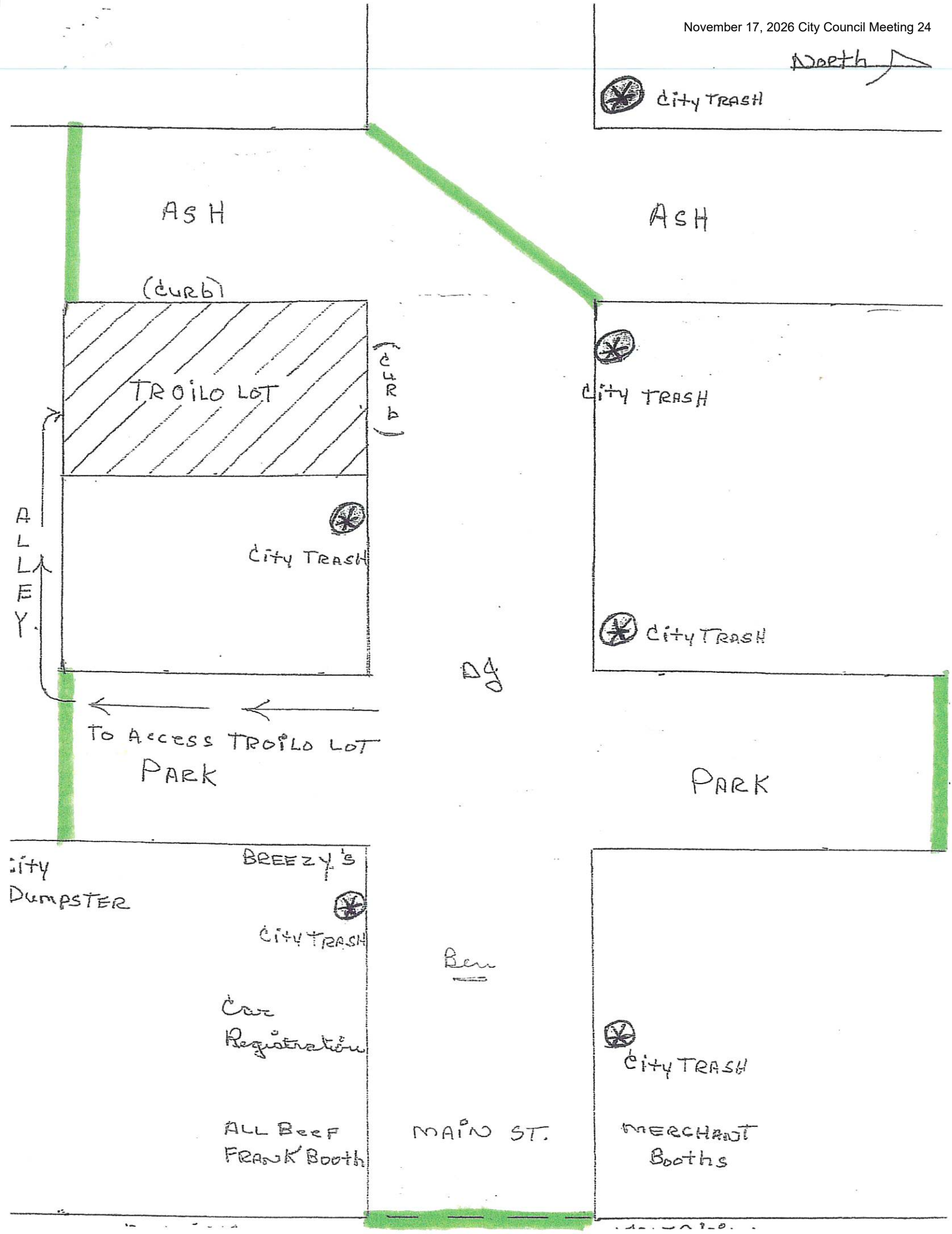
As we have done in the past, the Lions Club will coordinate with city personnel for traffic barrier, setup/ takedown prior to and after the event. We also greatly appreciated the Valey Center Police and Fire Department for their presence and displays during and after the show.

We will also be responsible, once again, to coordinate with the merchants on Main Street with regard to the show logistics.

The great success of the show indicates that the location on Main Street is a great setting and we continue to draw top vehicles from southern Kansas and beyond. The downtown location is also very popular with the Valley Center residents and visitors, as well all automobile enthusiasts.

The Valley Center Lions Club appreciates the City Council's continuing support for the show, which greatly enhances our charitable efforts for the city of Valley Center, its's schools and citizens. Thank you for your consideration.

Jana Burks
Co-Chairperson
Valley Center Lions Club Car Committee


North
City TRASH
ASH
ASH
(curb)
TROILO LOT
(curb)
City TRASH
City TRASH
ALLEY
City TRASH
DG
TO Access TROILO LOT
PARK
PARK
City
Dumpster
BREEZY'S
City TRASH
Car
Registration
Ben
City TRASH
ALL Beef
FRANK Booth
MAIN ST.
MERCHANT
Booths

NEW BUSINESS

RECOMMENDED ACTION

A. STREET CLOSURE FOR THE 2027 LIONS CLUB CAR SHOW:

Should Council choose to proceed,

RECOMMENDED ACTION

Staff recommends motion to approve closure of Main Street on September 17, 2027 for the Lions Club car show.

NEW BUSINESS

B. 2026 LIONS PARK POOL SUMMARY & RECREATION CENTER IMPROVEMENTS:

Valley Center Rec will be presenting the 2026 Operational Costs for the Lions Park Pool of $44K. Additionally, the Rec will be seeking council approval to proceed with the planning and future renovation of the Rec Center, adding walls in the existing office area and two new office areas near the pool.

- **2026 Pool Summary**
- **Recreation Center Improvements**
- **Improvement Drawings**

Valley Rec

2026 Lions Park Pool Financial and Operating Summary

Financial Snapshot

2026 operating loss	2004–25 avg. City settlement	2025 check-ins	2026 check-ins
~$44,000	~$9,500 / year	8,380	5,972

Attendance and Park City Impact

- Attendance fell 2,408 check-ins (28.7%) from 2025 to 2026; family season-pass check-ins declined 39.1%.
- Park City opened a nearby aquatic facility with zero-entry access, a splash pad and more amenities. We believe it drew visitors who previously came from Park City and North Wichita.
- Neighborhood youth accounted for much of our regular attendance; daycare and daily-admission traffic were weaker. This was the slowest season I have experienced since 2009.

Staffing Costs & Actions

- Lifeguard wage range rose from $10–$15 to $13–$19 per hour to remain competitive.
- Staffing was reduced when attendance allowed: guards were sent home early or incoming shifts canceled. Seven guards were scheduled when needed to operate all areas safely.
- Adjusted front desk/concessions coverage; held weekly 90-minute lifeguard training; required swim club to supply guards for its two meets.

Recent Operating History

- Outdoor pool remodel completed in summer 2022; 2023 was the first full season with the improvements.
- Approximate operating losses: 2023 $6,000 • 2024 $4,000 • 2025 $10,000 • 2026 $44,000. The 2025 increase was associated with membership changes; the much larger 2026 loss coincided with falling attendance and higher lifeguard wages.

Continued Community Service

- Served four daycare centers; offered June and July swim lessons, Thursday–Sunday rentals, the DisGlow event and two swim meets.

Valley Rec has worked to control pool costs while keeping the facility safe and accessible. The 2026 season brought a sharp attendance decline alongside higher lifeguard costs. We look forward to working with the City on a sustainable path forward.

Valley Rec

Proposed Recreation Center Improvements

CITY COUNCIL BRIEF NOVEMBER 2026

Growth & Purpose

Opened February 2025 and currently serves nearly 4,000 individual members monthly (September 2026)

Goal: Make better use of our existing building footprint to support growing programs, staff needs, and guest services.

Administrative Conference Room

Proposed: Add two walls and a door in the existing office area.

- Dedicated space for leadership meetings, staff interviews, evaluations, and coaching.
- Private setting for iREC intake meetings, grant interviews, and consultations.
- Room for safety certifications, continuing education, and 2027 personal training intake.
- Reduces scheduling conflicts with other facility activities.

Aquatics Coordinator Office

Proposed: Add a small climate-controlled office near the pool area.

- Current pool office reaches approximately 85°F, creating uncomfortable conditions.
- One laptop has already been replaced; the current computer is showing similar issues.
- Provides secure storage, fewer interruptions, and privacy for personnel matters.

Multipurpose Office / Mother's Room

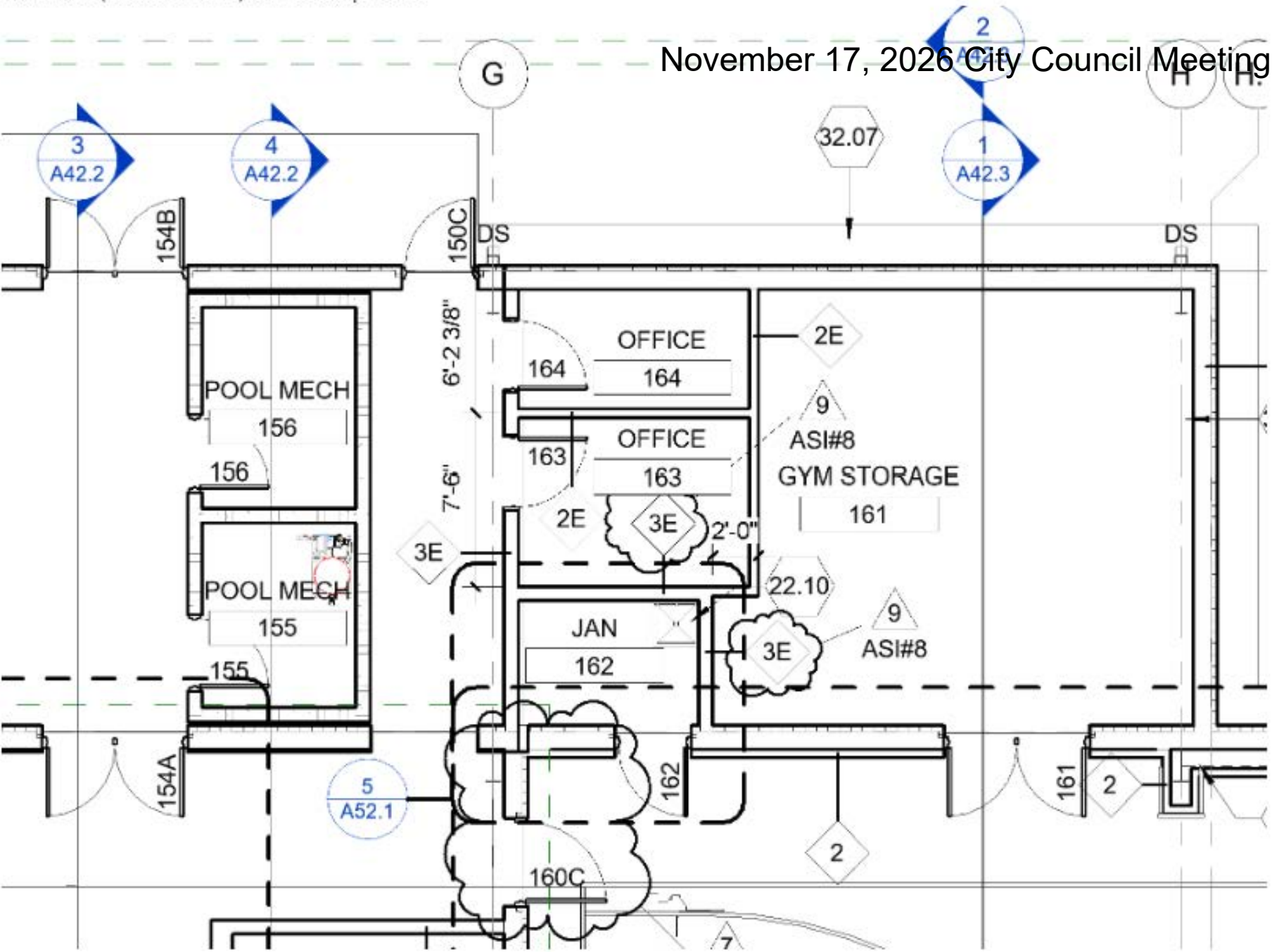
Proposed: Add a second small office near the pool area.

- Moves Jakin out of the electrical room, where maintenance work has required relocating his desk and equipment three times.
- Provides Bailey and other staff with a quiet, confidential workspace.
- Doubles as a private mother's room for staff and facility guests when needed.

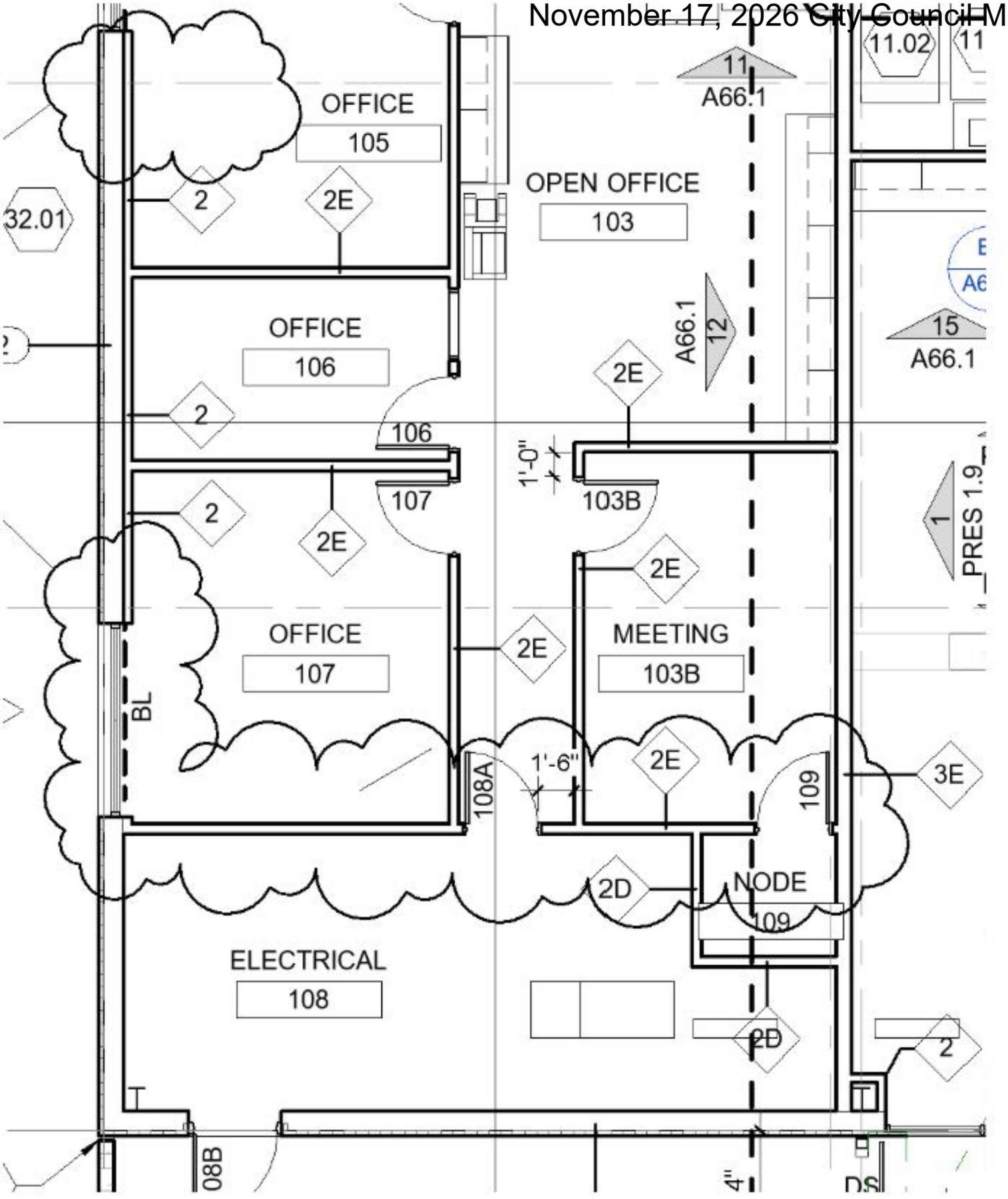
City Coordination & Approval

- After nearly two years of operations, we have narrowed our requests to three significant needs—not cosmetic changes or upgrades for appearance. All use existing space.
- Work transparently with the City to review plans, follow all applicable building and safety codes, and obtain approval before moving forward.

2 offices (163 and 164) off of the pool....



Meeting Room (103B) in the Admin Area....



NEW BUSINESS

RECOMMENDED ACTION

B. 2026 LIONS PARK POOL SUMMARY & RECREATION CENTER IMPROVEMENTS:

Should Council choose to proceed,

RECOMMENDED ACTION

Approve the Valley Center Recreation Commission to make the Recreation Center improvements as presented, subject to Recreation Commission Board approval and contingent upon Valley Center Community Development approval and permitting, with all costs covered by the Recreation Commission and no financial obligation to the City of Valley Center.

NEW BUSINESS

C. SENECA STREET TREE IMPROVEMENT PROJECT:

Parks & Public Works Director Owings will present Seneca Street tree improvement project not to exceed the amount of $21,000.00.

- **City Council Memo**
- **Tree Price List**

Agenda –cover page

TO: **Mayor Jet Truman and City Council**
FROM: **Neal Owings, Director of Parks & Public Buildings**
DATE: **November 3, 2026**
SUBJECT: **Seneca Street Median Tree Planting and Irrigation (5th Street to Ford Street)**

BACKGROUND

The City proposes to enhance the 4 medians along Seneca Street between 5th Street and Ford Street by planting 58 trees and installing dedicated drip-irrigation systems. The medians are relatively narrow, so tree selections have been focused on species and cultivars with narrow, upright or otherwise manageable growth habits, require less maintenance, that are better suited to the available planting area. The narrow, upright tree selections are also intended to minimize interference with driver visibility and vehicle clearance, as well as maintain clear sightlines.

Parks & Public Buildings staff, in consultation with Roger Stewart of the Public Properties & Outdoor Spaces Board, reviewed and selected the tree types listed below. The intent is to add long-term shade, visual interest and a more finished streetscape while selecting trees with growth characteristics appropriate for these constrained median spaces.

City staff will purchase and install the trees and will furnish and install the drip-irrigation systems. The installation work will be completed by City staff. To provide an independent inspection of the irrigation system's backflow-prevention devices, the City will contract with an independent irrigation installer to inspect each backflow device.

SELECTED TREE SPECIES

TREE SELECTION	PLANTING CONSIDERATION
'Shawnee Brave' Baldcypress Taxodium distichum 'Shawnee Brave'	Upright, relatively narrow pyramidal form; feathery foliage and strong seasonal interest.
'Green Vase' Zelkova Zelkova serrata 'Green Vase'	Vase-shaped growth with a comparatively upright framework; provides a deciduous shade canopy.
'Street Keeper' Honeylocust Gleditsia triacanthos var. inermis 'Street Keeper'	Narrow, upright branching habit developed for street and other restricted urban planting sites.
Shantung Maple Acer truncatum	Moderate-sized shade tree with an upright-to-rounded crown and notable fall color; final placement will account for mature spread.
'Velvet Pillar' Crabapple Malus 'Velvetcole'	Columnar to narrow-upright form with purple foliage and ornamental spring flowers.

FINANCIAL CONSIDERATION

Staff requests authorization to expend an amount not to exceed $21,000 for the purchase of the selected trees and the materials and supplies necessary to install the drip-irrigation systems. After consulting with Finance Director Miller, funding will come from remaining Parks & Public Buildings budget funds resulting from general budget savings and the department not being fully staffed throughout the year. The requested amount is a not-to-exceed limit; actual expenditures will be based on trees species availability, quantities and pricing at the time of purchase. Staff has included current estimates that show the approximate cost of trees and irrigation supplies needed for the project. The total for the project is estimated at $19,820.

RECOMMENDATION

Staff recommends that the City Council authorize the Parks & Public Buildings Department to expend up to, but not to exceed, $21,000 for the purchase of trees and drip-irrigation supplies for the Seneca Street medians between 5th Street and Ford Street, with City staff completing the installation and an independent irrigation installer inspecting each backflow-prevention device.

ATTACHMENTS

Current budget estimates for trees, delivery/freight, planting supplies, irrigations supplies & materials and backflow device inspection.

SENECA STREET TREE PROJECT		Site One			Brady			Johnsons			PrairieFire			Hillside		
		10.22.26														
SPECIES	Quant. requested	SIZE	time avail.	Price per tree	SIZE	time avail.	Price per tree	SIZE	time avail.	Price per tree	SIZE	time avail.	Price per tree	SIZE	time avail.	Price per tree
Bald Cypress 'Shawnee Brave'	17	2"		219.96	2" #	W	250.00	2"		267.10	sold out			2-2.5"		315.00
Zelkova 'Geen Vase'	11	2.5"		269.96	X		X	2"		282.05	X			2-2.5"		315.00
Honeylocust 'Street Keeper'/'Skyline'	12	2"		279.96	2" #	W	250.00	2"		205.00	2.5"		225.00	2-2.5"		315.00
Shantung Maple (Caddo Maple)	6	15gal		168.96	2"	F	250.00	2"		275.31	X			2-2.5"		315.00
Flowering Crabtree 'Velvet Pillar'	12	2.5"		272.96	X		X	2"		212.36	X			1.25-1.75"		270.00
TOTAL	58			15,257.68	Incomplete Information					14330.35	Incomplete Information					17,730.00

***In order to complete the project in the most timely and cost effective manner, trees may be selected from any vendor based on the following criteria: best price, availability and locally grown.

58 TREES + FRIGHT/DELIVERY	$15,000
TREE PLANTING SUPPLIES	$1,100.00
DRIP IRRIGATION PROJECT	
Pipe,Valves,PVB Backflow, Parts, Supplies	$2,800.00
Vibratory Plow Rental	$600
Backflow Inspection	$320.00
ESTIMATE TOTAL	$19,820

NEW BUSINESS

RECOMMENDED ACTION

C. SENECA STREET TREE IMPROVEMENT PROJECT:

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Should Council choose to proceed,

RECOMMENDED ACTION:

Staff recommends approval Seneca Street tree improvement project not to exceed the amount of $21,000.00.

NEW BUSINESS

D. ELEVATE SENIOR DEVELOPMENT AND PURCHASE/SALE AGREEMENT:

As per the Letter of Intent authorized by City Council on February 17, 2026, Development Agreement documents have been prepared for consideration by Council to enter into an economic development agreement between the city and Elevate Senior Living, LLC, for the construction of a Senior Living Facility to be located on Lot 3 Block F Harvest Place Addition to the City of Valley Center.

- **Valley Center Purchase and Sale Agreement**
- **Valley Center Development Agreement**

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement ("Agreement") is entered into as of _____, 20___, by and between the CITY OF VALLEY CENTER, KANSAS, a Kansas municipal corporation ("Seller"), and ELEVATE SENIOR LIVING LLC, a Delaware limited liability company ("Buyer").

RECITALS

WHEREAS, Seller owns the following real property located in Sedgwick County, Kansas, :

Lot 3, Block F, Located in Harvest Place Addition to the City of Valley Center, Sedgwick County, Kansas

(the "Property"); and

WHEREAS, Buyer desires to acquire the Property for the purpose of developing, constructing, and operating a senior living community serving older adults; and

WHEREAS, Seller desires to facilitate economic development and expanded senior housing and service opportunities within the City of Valley Center.

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

ARTICLE 1 PROPERTY

Section 1.1 Seller agrees to sell and Buyer agrees to purchase the following real property:

Lot 3, Block F, Located in Harvest Place Addition to the City of Valley Center, Sedgwick County, Kansas.

ARTICLE 2 PURCHASE PRICE

Section 2.1 The purchase price for the Property shall be:

$1.00

The parties acknowledge that the Property is being conveyed as an economic development incentive, and such conveyance is subject to the development obligations set forth herein and the separate Development Agreement and Annual Administrative Service Fees Agreement executed by the parties and attached herein.

ARTICLE 3 EARNEST MONEY

Section 3.1 Buyer shall deposit earnest money in the amount of $1.00 within five (5) business days after execution of this Agreement. The earnest money shall be credited toward the Purchase Price at Closing.

ARTICLE 4 PURPOSE OF DEVELOPMENT

Section 4.1 Buyer shall use the Property solely for the development, ownership, and operation of a senior living community which may include:

- Independent Living residences
- Assisted Living residences
- Memory Care residences
- Community amenities
- Dining facilities
- Wellness and recreational facilities
- Administrative and support facilities
- Senior Living Services

ARTICLE 5 DUE DILIGENCE PERIOD

Section 5.1 Buyer shall have one hundred eighty (180) days from the Effective Date to conduct all inspections and investigations deemed necessary, including:

(a) Environmental assessments;

(b) Geotechnical studies;

(c) Utility availability reviews;

(d) Market feasibility studies;

(e) Engineering evaluations;

(f) Zoning and entitlement reviews.

Buyer is responsible for all costs of inspection and investigation services. If Buyer determines the Property is unsuitable for development, Buyer may terminate this Agreement and receive a full refund of earnest money.

ARTICLE 6 TITLE REVIEW

Section 6.1 Buyer shall have the option to purchase at Buyer's costa title commitment issued by a licensed title insurance company.

Buyer shall have sixty (60) days after report of the title commitment to identify any title objections.

Seller shall have thirty (30) days to cure any title defects.

If Seller does not cure defects, Buyer has the right to terminate this Agreement.

ARTICLE 7 DEVELOPMENT OBLIGATIONS

Section 7.1 Buyer agrees to:

1. Submit preliminary development plans and receive zoning approval and secure approved building permits within eighteen (18) months following Closing;
2. Obtain all necessary governmental approvals;
3. Commence construction within twenty-four (24) months following Closing, subject to force majeure events as approved by the City of Valley Center;
4. Complete development within forty-eight (48) months of closing.

ARTICLE 8 MINIMUM INVESTMENT

Section 8.1 Buyer agrees to invest not less than $25,000,000 in the development of the senior living community, exclusive of land value.

ARTICLE 9 REPRESENTATIONS OF SELLER

Section 9.1 Seller represents that:

(a) Seller has full authority to enter into this Agreement;

(b) To Seller's knowledge, there are no pending condemnation proceedings affecting the Property;

(c) Seller has disclosed all material information known regarding the Property;

ARTICLE 10 REPRESENTATIONS OF BUYER

Section 10.1 Buyer represents that:

(a) Buyer is duly organized and authorized to conduct business;

(b) Buyer has authority to enter into this Agreement;

(c) Buyer intends to develop a senior living community on the Property;

(d) Buyer possesses or will obtain adequate financing for the project.

ARTICLE 11 CLOSING

Section 11.1 Closing shall occur on or before _____, 20___, unless extended by mutual written agreement. Buyer shall be responsible for all closing costs and fees.

At Closing, Seller shall deliver:

• Special Warranty Deed from the Seller to the Buyer inclusive of reversionary deed restriction language and subject to the covenants and agreements between the City and the Developer.

• Copy of Annual Administrative Service Agreement Restrictive Covenant filed with the Deed's office. (order to be determined)

• Closing Statement

• Other customary conveyance documents

Buyer shall deliver:

• Purchase Price

• Closing documents

• Executed Development Agreement and Annual Administration Services Agreement

ARTICLE 12 REVERSIONARY RIGHTS

Section 12.1 Since the Property is transferred at less than fair market value as an economic development incentive if the Buyer fails to commence and complete construction within the timeframe established herein, Seller may elect one or more of the following remedies:

(a) Repurchase the Property for One Dollar ($1.00);

(b) Exercise any rights established under the separate Development Agreement.

The parties will record a deed restriction of reversionary interest to secure these obligations indicating grantor (Seller) is lawfully seized of the premises, has good right to convey the same and both parties guarantee the quiet possession thereof. In the event of reversion of rights, closing shall occur within thirty (30) days after such election.

Any real and personal property remaining on the Property after closing shall become property of the City. The City acknowledges that Buyer (Developer) may finance development through a loan, and the City agrees its right to property remaining after 30 days is subject to and subordinate to the rights of the lender.

ARTICLE 13 DEFAULT

Section 13.1 Seller Default

If Seller defaults, Buyer may:

(a) Seek specific performance; or

(b) Terminate this Agreement and receive a refund of earnest money.

Buyer Default

If Buyer defaults, Seller may enact reversionary rights as stipulated in Article 12 and pursue any remedies available under law.

ARTICLE 14 MISCELLANEOUS

Section 14.1 Governing Law

This Agreement shall be governed by the laws of the State of Kansas.

Section 14.2 Entire Agreement

This Agreement constitutes the entire agreement between the parties.

Section 14.3 Amendments

Any amendment shall be in writing and signed by both parties.

Section 14.4 Assignment

Buyer may assign this Agreement to an affiliate or special purpose entity formed for ownership or development of the senior living community.

Section14.5 Notices

All notices shall be in writing and delivered by personal delivery, certified mail, or nationally recognized overnight courier.

SELLER

CITY OF VALLEY CENTER, KANSAS

By: _____

Name: _____

Title: _____

Date: _____

BUYER

ELEVATE SENIOR LIVING LLC

By: _____

Name: _____

Title: _____

Date: _____

In Witness Whereof: The parties hereby agree to the terms of this Agreement and execute the same as of the date first written above.

Buyer:

This Agreement is hereby approved by the Governing Body of the City of Valley Center at the _____, 2026 Valley Center Regular City Council Meeting.

Seller: City of Valley Center

Mayor: _____

Attested:

City Clerk: _____

DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is entered into as of _____, 20___, by and between the CITY OF VALLEY CENTER, KANSAS, a Kansas municipal corporation ("City"), and ELEVATE SENIOR LIVING LLC, a Delaware limited liability company ("Developer").

RECITALS

WHEREAS, the City owns certain real property located in Sedgwick County, Kansas known as:

Harvest Place – Lot 3, Block F, Located in Harvest Place Addition to the City of Valley Center, Sedgwick County, Kansas

(the "Property");

WHEREAS, the City desires to promote economic development, increase housing options for seniors, create employment opportunities, and enhance the quality of life for residents;

WHEREAS, Developer desires to construct, own, and operate a senior living community on the Property; and

WHEREAS, the City has agreed to convey the Property pursuant to a Purchase and Sale Agreement subject to the terms and conditions of this Agreement.

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1 PROJECT DESCRIPTION

1.1 Developer shall design, finance, construct, own, and operate a senior living community substantially consistent with the following:

Independent Living Apartments

Assisted Living Residences

Memory Care Residences

Community Clubhouse

Dining Facilities

Wellness Center

Activity and Recreation Areas

Administrative Offices

Parking Areas

Landscaping and Site Improvements

Senior Living Services

1.2 The project shall be known as:

“ELEVATE SENIOR LIVING AT HARVEST PLACE” or other similar name

ARTICLE 2 MINIMUM DEVELOPMENT REQUIREMENTS

2.1Developer shall construct not less than:

____ Independent Living Units

____ Assisted Living Units

____Memory Care Units

Which is the number of units presented to the City on Developer’s required Economic Development Plan or another configuration approved in writing by the City based upon final approved plan set.

The total capital investment shall be no less than Twenty-Five Million Dollars ($25,000,000), excluding the value of land.

ARTICLE 3 PROJECT TIMELINE

3.1 **Within 18 Months of Closing**:

Complete site planning, submit development and engineering plans, obtain zoning and building permit approval, and complete financing strategy

Within 24 Months of Closing:

Commence construction

Within 48 Months of Closing:

Substantially complete construction

Within 60 Months of Closing:

Achieve occupancy and begin full operations

The City may grant reasonable extensions due to force majeure events, labor shortages, permitting delays, financing disruptions, or other circumstances beyond Developer's control.

For the purpose of this Agreement, Substantial Completion of Construction shall mean the issuance of Certificates of Occupancy for the total number of individual units proposed in the Economic Development Plan presented to the City Council along with this Agreement or the adjusted number of total planned individual units as approved by the City through plan review and approval.

ARTICLE 4 DESIGN STANDARDS

4.1 Developer shall construct improvements consistent with first-class senior housing standards.

The project shall include:

Professional landscaping and an underground irrigation system to irrigate such landscaping

Paved walking paths

Community gathering spaces including covered exterior spaces

Emergency response systems

Accessibility features meeting ADA requirements

Quality exterior materials including masonry, stone, stucco, fiber cement, or similar durable materials

Signage compliant with City Codes indicating name and use of facility shall be constructed in the same building materials as facility construction.

Screening required as per city code requirements.

Traffic flow, drainage, or other any other such submittals as deemed necessary by the Zoning Administrator may be required for plan review.

Plan submittals as required by city code and this Agreement shall be submitted to the City for review. All plans and construction must meet applicable city, state, and federal codes. Construction cannot commence prior to permit approval.

ARTICLE 5 OPERATIONS REQUIREMENTS

5.1 Developer shall operate the Property as a senior living community for a minimum period of ten (10) years following completion of construction signaled by issuance of final occupancy certificate.

5.2 Developer shall maintain all required licenses and permits.

5.3 The Property shall be professionally managed by Developer or a qualified management company.

ARTICLE 6 REPORTING REQUIREMENTS

6.1 Developer shall provide annual reports by January 31st of each year to the City containing:

Occupancy levels

Number of residents served

Affordable housing units occupied

Capital improvements completed

Employment statistics

Community impact initiatives

Financial information shall remain confidential except as required by law and subject to Kansas Open Records requirements.

ARTICLE 7 ECONOMIC DEVELOPMENT BENEFITS

7.1 As identified in the Economic Development Plan required by the city prior to execution of this Agreement, Developer estimates the Project will:

Create construction employment opportunities

Create permanent operational jobs

Expand housing options for seniors

Increase local economic activity

Support local businesses and service providers

The City acknowledges these benefits constitute valuable consideration for any land contribution or incentives provided.

ARTICLE 8 CITY INCENTIVES

8.1 Subject to compliance with this Agreement, the City may provide:

Land contribution as described within this Agreement and the Purchase and Sale Agreement.

Tax abatements or exemptions as approved by law subject to the Annual Administration Services Fee Agreement.

Grant support assistance requiring city participation when the city has deemed the project satisfactorily qualified of said grant application criteria.

Nothing herein obligates the City to approve future incentives not specifically authorized.

ARTICLE 9 DEFAULT

9.1 Developer Default

Developer shall be in default if:

Construction is not commenced and substantial completion is not completedwithin required timelines;

The Property is abandoned;

Developer materially breaches this Agreement and fails to cure within sixty (60) days after written notice.

In this case, abandoned shall be defined by one or more of the following:

1. Construction activity has ceased for more than 180 consecutive days.
2. Completed facility stops operation, leaves the building empty without return, or fails to maintain the property, for more than 180 consecutive days,
3. Allows property taxes or applicable Annual Administrative Service Fees to become delinquent.

9.2 City Remedies

Upon default, the City may elect one or more of the following:

Require repayment of incentives;

Exercise reversionary rights;

Seek specific performance;

Seek damages permitted by law;

Pursue any other equitable remedies.

9.3 City Default

If the City materially breaches this Agreement, Developer may seek specific performance or other legal remedies.

ARTICLE 10 REVERSIONARY INTEREST

10.1 Since the Property is transferred at less than fair market value as an economic development incentive if the Buyer fails to commence and complete construction within the timeframe established herein, Seller may elect to reacquire the property through reversionary rights established and agreed to herein. Such rights shall be at no cost to the City to exercise upon failure of Buyer.

The parties will record a deed restriction of reversionary interest to secure these obligations indicating City (Seller) is lawfully seized of the premises, has good right to convey the same and both parties guarantee the quiet possession thereof. In the event of reversion of rights, closing shall occur within thirty (30) days after notification of such election.

Any real and personal property remaining on the Property after closing shall become property of the City. The City acknowledges that Buyer (Developer) may finance development through a loan, and the City agrees the City's right to property remaining after 30 days is subject to and subordinate to the rights of the lender.

ARTICLE 11 TRANSFER RESTRICTIONS

11.1 Prior to substantial completion of construction, Developer shall not sell or transfer the Property without City consent, except:

To affiliated entities;

To financing entities;

To entities involved in project ownership or development approved by the City.

Any transfer shall require an amendment to this Agreement approved by the City which shall bind the transferee to the same requirements contained herein. Such transfer shall not reset the original timeline requirements of this Agreement as to first execution.

ARTICLE 12 INSURANCE

12.1 Developer shall maintain:

Commercial General Liability Insurance

Builder's Risk Insurance during construction

Workers Compensation Insurance

Property Insurance following completion

The City shall be named as an additional insured where appropriate.

ARTICLE 13 INDEMNIFICATION

13.1 Developer shall indemnify, defend, and hold harmless the City and its officials, employees, and agents from claims arising from the development, construction, ownership, or operation of the Property.

ARTICLE 14 FORCE MAJEURE

14.1 Neither party shall be considered in default due to delays resulting from:

Natural disasters

Pandemics

War

Governmental actions

Labor disruptions

Material shortages

Acts beyond the reasonable control of the affected party as approved in writing by both parties.

ARTICLE 15 TERM

15.1 This Agreement shall remain in effect for ten (10) years following issuance of the final certificate of occupancy. Annual Administration Service Fee Agreement shall be filed as a Restrictive Covenant that does not term and shall inure to and be binding upon the successors and assigns of the respective parties.

ARTICLE 16 MISCELLANEOUS

16.1 Governing Law

This Agreement shall be governed by Kansas law.

16.2 Entire Agreement

This Agreement, the Purchase and Sale Agreement, and the Annual Administrative Service Fee Agreement constitute the entire agreement between the parties.

16.3 Partnership

This Agreement does not create a joint venture or partnership between the City and the Developer in the development, construction, ownership, or maintenance of the property. All construction costs of the development shall be the responsibility of the Developer.

16.4 Lien Discharge - Construction Contract Language Required

The following language shall be required to be included in any contract for construction of the development project between the Developer and contractor(s):

Acceptance by the owner (i.e., the developer) and the owner's representative of the completed work performed by the contractor and payment for such work by the owner will not relieve the contractor of its obligation to the owner and to the donating city of Valley Center Kansas (which obligations contractor now acknowledges) to discharge any and all liens for the benefit of subcontractors, laborers, materialmen, or any other persons performing labor upon the work or furnishing material or machinery for the work covered by this contract, which have attached to or may subsequently attach to the property or interest of the owner or donating city Valley Center Kansas.

16.5 Amendments

Any amendment must be in writing and approved by both parties.

16.6 Recording

A memorandum of this Agreement shall be recorded in the land records of Sedgwick County, Kansas.

CITY OF VALLEY CENTER, KANSAS

By: _____

Name: _____

Title: _____

Date: _____

ELEVATE SENIOR LIVING LLC

By: _____

Name: _____

Title: _____

Date: _____

NEW BUSINESS
RECOMMENDED ACTION

D. ELEVATE SENIOR DEVELOPMENT AND PURCHASE/SALE AGREEMENT:

Should Council choose to proceed,

RECOMMENDED ACTION:

Staff recommends approval of the Development Agreement and the Purchase and Sale Agreement and authorize the mayor to execute said documents and instruments for closing.

NEW BUSINESS

E. SOUTH SENECA OVERRUN:

This is for the South Seneca project between 61st & 69th. The contract approved the "Not to Exceed" bid of $446,023. Since this was a cash funded project, the city took extra precautions to avoid unforeseen costs by requiring site inspections and quantity verifications prior to bidding, even including standard language in the contract that site conditions not determined prior to bidding would not be grounds to exceed bid price. Further, the city required a "pre" precon meeting to assure everyone was on the same page prior to starting construction. However, when the city received the pay app it was in the amount of $480,381, an overrun of $34,358. Note: This overrun is not due to the approval the council gave for city staff to authorize change order in the field if additional base was discovered to be needed. Additional base was not needed, and the city did not have to exercise that field change order authority. This overrun is due to the addition of road width. City staff was not aware of this overrun until billing was received after completion of the project.

The city authorized payment of the original contract amount at the last council meeting. City staff then met with Pearson on the issue, and they have since adjusted the overrun down to $ 18,656.00. Pearson will be present to visit with council.

- **Original Pay App**
- **Overrun Pay App**

Original Pay App

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

TO OWNER: City of Valley Center
121 S. Meridian
Valley Center, KS 67147

PROJECT: 2026 Roadway Upgrades

APPLICATION NO: 1

PERIOD TO: 9/29/26

PROJECT NOS:

CONTRACT DATE: 5/19/2026

Distribution to:
- ☐ OWNER
- ☐ ARCHITECT
- ☐ CONTRACTOR

FROM CONTRACTOR:
Pearson Construction LLC
2901 N. Mead
Wichita, KS 67219

VIA ARCHITECT:

CONTRACT FOR: 5" HMA

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM		$ 446,023.00
2. Net change by Change Orders — none approved or presented		$ 34,358.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 480,381.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 452,621.00
5. RETAINAGE:		
a. 5 % of Completed Work (Column D + E on G703)	$ 22,631.05	
b. ____ % of Stored Material (Column F on G703)	$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 22,631.05
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$ 429,989.95
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 0.00
8. CURRENT PAYMENT DUE		$ $429,989.95
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	50,391.05

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month	$34,358.00	
TOTALS	$34,358.00	
NET CHANGES by Change Order	$34,358.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Pearson Construction LLC

By: Micaiah Bergeron Date: 9/29/2026
Micaiah Bergeron, PM

State of: Kansas County of: Sedgwick
Subscribed and sworn before me this 29th day of September, 2026.
Notary Public: Lindy Sparr
My Commission expires: 2/15/2028

NOTARY PUBLIC - State of Kansas
LINDY SPARR
My Appt Expires 2/15/2028

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED . . . . . $ $429,989.95

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and onthe Continuation Sheet that are changed to conform with the amount certified.)
ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

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THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292
Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

November 17, 2026 City Council Meeting 56

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

TO OWNER: City of Valley Center
121 S. Meridian
Valley Center, KS 67147

PROJECT: 2026 Roadway Upgrades

APPLICATION NO: 2 - CO1

PERIOD TO: 10/28/26

Distribution to:
- ☐ OWNER
- ☐ ARCHITECT
- ☐ CONTRACTOR

FROM CONTRACTOR:
Pearson Construction LLC
2901 N. Mead
Wichita, KS 67219

VIA ARCHITECT:

PROJECT NOS:

CONTRACT FOR: 5" HMA

CONTRACT DATE: 5/19/2026

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM		$ 18,656.00
2. Net change by Change Orders		$ 0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 18,656.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 18,656.00
5. RETAINAGE:		
a. 0 % of Completed Work (Column D + E on G703)	$ 0.00	
b. ____ % of Stored Material (Column F on G703)	$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$ 18,656.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 0.00
8. CURRENT PAYMENT DUE		$ $18,656.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS	$0.00	
NET CHANGES by Change Order	$0.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Pearson Construction LLC

By: _____ Date: 10/28/2026
Nathan Adams, PM

State of: Kansas County of: Sedgwick
Subscribed and sworn before me this 28th day of October, 2026.

NOTARY PUBLIC - State of Kansas
LINDY SPARR
My Appt Expires 2/18/2028

Notary Public: _____
My Commission expires: 2/18/2028

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED . . . . . $ $18,656.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and onthe Continuation Sheet that are changed to conform with the amount certified.)
ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

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Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NUMBER: 2-CO1
APPLICATION DATE: 10/28/26
PERIOD TO: 10/28/26
PROJECT NUMBER:

A	B	C	D	E	F	G	H	I	J	K
ITEM NO.	DESCRIPTION OF WORK	CONTRACT QUANTITY	UNIT	UNIT PRICE	CONTRACT VALUE	QUANTITIES PREVIOUSLY COMPLETED	QUANTITIES COMPLETE THIS PERIOD	TOTAL QUANTITES COMPLETE TO DATE	TOTAL VALUE TO DATE	RETAINAGE (IF VARIABLE RATE)
1	Overrun 5" asphalt pavement - Material ONLY	1166	SY	$16.00	$18,656.00	0	1166	1166	$18,656.00	$0.00
2					$0.00	0			$0.00	$0.00
3					$0.00	0			$0.00	$0.00
4					$0.00	0			$0.00	$0.00
5					$0.00	0			$0.00	$0.00
6					$0.00	0			$0.00	$0.00
7					$0.00	0			$0.00	$0.00
8					$0.00				$0.00	$0.00
9					$0.00				$0.00	$0.00
10					$0.00				$0.00	$0.00
11					$0.00	0			$0.00	$0.00
12					$0.00	0			$0.00	$0.00
13					$0.00	0			$0.00	$0.00
14					$0.00	0			$0.00	$0.00
15					$0.00	0			$0.00	$0.00
16					$0.00	0			$0.00	$0.00
17					$0.00	0			$0.00	$0.00
	GRAND TOTALS				$18,656.00				$18,656.00	$0.00

NEW BUSINESS

RECOMMENDED ACTION

E. SOUTH SENECA OVERRUN:

Should Council choose to proceed,

RECOMMENDED ACTION:

Council can approve a motion to pay the full adjusted amount of the overrun or any number in between as council believes appropriate.

Agenda –cover page

NEW BUSINESS

F. RESOLUTION #814-26 ACCEPTANCE OF ARBOR VALLEY PH#2 INFRASTRUCTURE AND AUTHORIZING PAY APP #5 IN THE AMOUNT OF $55,403.10:

City Administrator Kastens will present the Resolution #814-26 to accept the infrastructure project for Arbor Valley Phase #2 and authorize final pay app.

- **Pay App #5**
- **Resolution #814-26**

SEH

Building a Better World for All of Us®

October 28, 2026

RE: Arbor Valley Phase II Improvements
Valley Center, Kansas

Cyndra Kastens
City Administrator
121 S. Meridian Ave.
Valley Center, KS 67147

Ms. Kastens:

The project Arbor Valley Phase II Improvements has been constructed per the plans and specifications to the best of our knowledge and we recommend this project be accepted by the City of Valley Center.

Please let me know if you have any further questions or clarifications required.

Best,

SHORT ELLIOTT HENDRICKSON INC.

Jake Vasa, PE
Project Manager
(Lic. NE, KS, IA, MO)

x:\uz\v\valct\186186\1-genl\14-corr\2026.10.28 l city of valley center.docx

SEH

Building a Better World
for All of Us®

September 18, 2026

Arbor Valley Ph. 2 Pay Application 5 Final

SEH No. VALCT 186186

City of Valley Center
Attn: Cyndra Kastens, City Administrator
121 S. Meridian Ave.
Valley Center, KS 67147

Dear Cyndra:

This letter is to verify that the contractor for this project, Mies Construction, Inc, has completed to the best of our knowledge, the work shown on the attached itemized list. The amount due to the contractor is calculated as follows:

ORIGINAL CONTRACT AMOUNT

• Original Contract	$	**666,120.70**
• Change Orders to Date	$	16,100.00
• Current Contract Amount	$	682,220.70
• Bid Items Completed	$	682,220.70
• Percent Completed $		100%
• Less Retainage (5%)	$	0.00
• Less Previous Payment	$	626,817.60
CURRENT AMOUNT DUE	**$**	**55,403.10**

SEH shall not be responsible for any acts or omissions of the contractor, subcontractor, and entity performing any portions of the work, or any agents or employees of any of them. SEH does not guarantee the performance of the contractor and shall not be responsible for the contractor's failure to perform its work in accordance with the contract documents or any applicable laws, codes, rules or regulations.

As a result, SEH recommends that Mies Construction, Inc., be paid the current amount due, $55,403.10. **This payment can be sent to 3170 N. Ohio, Wichita, KS 67219. Do not address or send this payment to SEH.** This payment certificate does not indicate final acceptance of the work performed.

Sincerely,

Kevin McKinney

Kevin McKinney
Project Manager

MILES CONSTRUCTION, INC.

1919 S.W. BLVD. • WICHITA, KS 67213 • (316) 945-7227 • FAX: (316) 945-7799

APPLICATION FOR PAYMENT

TO: City of Valley Center

Arbor Valley Phase 2 Paving

APPL. # 5-FINAL PERIOD: August 26, 2026 TO: September 9, 2026

We certify that to the best of our knowledge, information and belief, the work covered by this application for payment has been completed in accordance with the contract documents, that all amounts have been paid by us for work for which previous certificates for payment were issued and payment received from the owner, and the current payment shown herein is now due.

Application is made for payment as shown below, in connection with the aforementioned contract.

ITEM	DESCRIPTION	UNIT PRICE	CONTRACT QUANTITY	PREVIOUS QUANTITY	CURRENT QUANTITY	TOTAL QUANTITY	AMOUNT DUE
	GROUP A - DRAINAGE						
1	Mobilization	$15,700.00	1.00	1.00	0.00	1.00	$15,700.00
2	Construction Staking	$4,220.00	1.00	1.00	0.00	1.00	$4,220.00
3	Compacted Fill (Established Quantity)	$2.00	12615.00	12615.00	0.00	12615.00	$25,230.00
4	Unclassified Excavation (Established Quantity)	$4.00	12615.00	12615.00	0.00	12615.00	$50,460.00
5	Clearing & Grubbing	$42,850.00	1.00	1.00	0.00	1.00	$42,850.00
6	Erosion Control	$19,045.00	1.00	1.00	0.00	1.00	$19,045.00
7	Permanent Seeding & Mulching	$1,907.00	6.10	0.00	6.10	6.10	$11,632.70
8	Erosion Control Blanket 0 Eronet SC150	$1.90	3950.00	0.00	3950.00	3950.00	$7,505.00
9	Topsoiling	$6.00	6600.00	6600.00	0.00	6600.00	$39,600.00
10	Storm Pipe, 24" RCP	$97.00	175.00	175.00	0.00	175.00	$16,975.00
11	Storm Pipe, 30" RCP	$190.00	34.00	34.00	0.00	34.00	$6,460.00
12	Storm Pipe End Section, 24"	$935.00	3.00	3.00	0.00	3.00	$2,805.00
13	Storm Pipe End Section, 30"	$1,110.00	2.00	2.00	0.00	2.00	$2,220.00
14	Rip Rap Swale	$50.00	65.00	65.00	0.00	65.00	$3,250.00
15	Rip Rap Outlet	$64.00	85.00	85.00	0.00	85.00	$5,440.00
16	Backyard Inlet (2'x3')	$6,785.00	1.00	1.00	0.00	1.00	$6,785.00
17	Fill, Sand (Flushed & Vibrated)	$15.00	200.00	200.00	0.00	200.00	$3,000.00
	Total Group A - Drainage						**$263,177.70**
	GROUP B - WATER MAIN						
1	Mobilization	$7,550.00	1.00	1.00	0.00	1.00	$7,550.00
2	Construction Staking	$3,660.00	1.00	1.00	0.00	1.00	$3,660.00
3	Connect to Existing Water Main	$305.00	1.00	1.00	0.00	1.00	$305.00
4	Connect to Existing Water Main - 8"x8" Tapping Sleeve & Valve	$4,850.00	1.00	1.00	0.00	1.00	$4,850.00
5	Remove Existing Plug, 8"	$130.00	2.00	2.00	0.00	2.00	$260.00
6	Remove Fire Hydrant Assembly	$685.00	1.00	1.00	0.00	1.00	$685.00
7	Gate Valve & Box, 8"	$2,170.00	3.00	3.00	0.00	3.00	$6,510.00
8	Water Main Pipe, 8" PVC C900 DR 18	$36.00	2465.00	2465.00	0.00	2465.00	$88,740.00
9	8"x8"x8" Tee	$735.00	1.00	1.00	0.00	1.00	$735.00
10	11.25 Degree Bend	$385.00	1.00	1.00	0.00	1.00	$385.00
11	22.5 Degree Bend	$425.00	4.00	4.00	0.00	4.00	$1,700.00
12	45 Degree Bend	$605.00	9.00	9.00	0.00	9.00	$5,445.00
13	Fill, Sand (Flushed & Vibrated)	$11.00	180.00	180.00	0.00	180.00	$1,980.00
14	Fire Hydrant Assembly	$7,690.00	4.00	4.00	0.00	4.00	$30,760.00
	Total Group B - Water Main						**$153,565.00**
	GROUP C - PAVING						
1	Mobilization	$20,400.00	1.00	1.00	0.00	1.00	$20,400.00
2	Construction Staking	$6,313.00	1.00	1.00	0.00	1.00	$6,313.00
3	Traffic Control	$1,500.00	1.00	1.00	0.00	1.00	$1,500.00
4	Signage	$3,275.00	1.00	0.00	1.00	1.00	$3,275.00
5	Reinforced Crushed Concrete Base, 6"	$8.00	6840.00	6840.00	0.00	6840.00	$54,720.00
6	Build AC Pavement, 6", 4" Bit Base	$25.00	6440.00	6440.00	0.00	6440.00	$161,000.00
7	Saw Cut	$5.00	62.00	62.00	0.00	62.00	$310.00
8	Thickened Edge Connection (10")	$30.00	62.00	62.00	0.00	62.00	$1,860.00
	Total Group C - Paving						**$249,378.00**

Continued...

TO: City of Valley Center

Arbor Valley Phase 2 Paving

APPL. # 5-FINAL

PERIOD: August 26, 2026 TO: September 9, 2026

We certify that to the best of our knowledge, information and belief, the work covered by this application for payment has been completed in accordance with the contract documents, that all amounts have been paid by us for work for which previous certificates for payment were issued and payment received from the owner, and the current payment shown herein is now due.

Application is made for payment as shown below, in connection with the aforementioned contract.

ITEM	DESCRIPTION	UNIT PRICE	CONTRACT QUANTITY	PREVIOUS QUANTITY	CURRENT QUANTITY	TOTAL QUANTITY	AMOUNT DUE
	Change Orders & Over Runs						
	Group A Over Runs					0.00	$0.00
						0.00	$0.00
						0.00	$0.00
	Group B Over Runs					0.00	$0.00
						0.00	$0.00
						0.00	$0.00
	Group C Over Runs					0.00	$0.00
						0.00	$0.00
						0.00	$0.00
	New Bid Items					0.00	$0.00
						0.00	$0.00
						0.00	$0.00
	Change Orders						
CO1	Additional Clearing and Additional Excavation	$4,850.00	1.00	1.00	0.00	1.00	$4,850.00
CO2	FH Extension and 45 Degree Bend	$7,450.00	1.00	1.00	0.00	1.00	$7,450.00
CO3	Remobilization and Re-staking on Waterline Tie-In	$3,800.00	1.00	1.00	0.00	1.00	$3,800.00
	Total Change Orders & Over Runs						**$16,100.00**

CONTRACT AMOUNT	$666,120.70
CHANGE ORDERS & OVER RUNS	$16,100.00
REVISED CONTRACT AMOUNT	$682,220.70
% COMPLETE	100%

TOTAL	$682,220.70
RETAINAGE	$0.00
PREVIOUSLY REQUESTED	$626,817.60
TOTAL AMOUNT	$55,403.10

CONTRACTOR: MIES CONSTRUCTION, INC.

BY: _____ DATE: 9/10/2026

Dallas Mies, Vice President

SUBSCRIBED AND SWORN TO BEFORE ME THIS 10TH DAY OF SEPTEMBER, 2026

NOTARY PUBLIC: Andrea Brooks

Andrea Brooks, HR and Billing Coordinator

MY COMMISSION EXPIRES: 5/07/2028

ANDREA BROOKS
Notary Public - State of Kansas
My Appt. Expires 5.7.2028

CITY OF VALLEY CENTER
COUNTY OF SEDGWICK
STATE OF KANSAS

RESOLUTION NO: 814-26

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF VALLEY CENTER, KANSAS, ACCEPTING CERTAIN PUBLIC INFRASTRUCTURE IMPROVEMENTS CONSTRUCTED IN ARBOR VALLEY PHASE 2, AN ADDITION OF THE CITY OF VALLEY CENTER.

WHEREAS, on June 18, 2025, the Governing Body of the City of Valley Center did authorize by the passing of Resolution No. 785-25, 786-25, and 787-25 construction of certain Drainage, Paving, and Water Public Infrastructure Improvements for Phase 2 of the Arbor Valley Addition to the City of Valley Center; and

WHEREAS, on February 17, 2026, the Governing Body did award to Contractor, Mies Construction Co. the contract to construct the public infrastructure improvements; and

WHEREAS, Contractor has completed construction of the public infrastructure improvements; and

WHEREAS, a final acceptance inspection of the public improvements was conducted on September 8, 2026, with city staff and the Developer, and all remaining items have been successfully completed; and

WHEREAS, the Contract Engineer, Short Elliot Hendrickson, Inc, has reviewed the Improvements and certified that the work has been satisfactorily completed in conformity with the engineering plans and specifications.

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

Section 1. Acceptance of Improvements. The City of Valley Center, Kansas, hereby formally accepts the dedication of the public infrastructure improvements constructed for Phase 2 of the Arbor Valley Addition.

Section 2. Contractor Final Payment Authorization. Final payment in the amount of $55,403.10 is hereby authorized to be released to Mies Construction Co.

Section 3. Release of Performance Security. The City Clerk and City Administrator are hereby authorized to release the Contractor's performance bond.

Section 4. Effective Date. This Resolution shall take effect and be in full force immediately upon its adoption by the Governing Body.

ADOPTED by the Valley Center City Council this 17th day of November 2026.

MOTION BY:
SECONDED BY:
IN FAVOR:
OPPOSED:

CITY OF VALLEY CENTER

_____
Jet Truman, Mayor

ATTEST:

_____
Amanda Park, City Clerk

NEW BUSINESS
RECOMMENDED ACTION

F. RESOLUTION #814-26 ACCEPTANCE OF ARBOR VALLEY PH#2 INFRASTRUCTURE AND AUTHORIZING PAY APP #5 IN THE AMOUNT OF $55,403.10:

Should Council choose to proceed,

RECOMMENDED ACTION:

Staff recommend to approve Resolution# 814-26 to Accept Arbor Valley Ph#2 Infrastructure and authorize final pay app #5 in the amount of $55,403.10.

Agenda –cover page

CONSENT AGENDA

A. APPROPRIATION ORDINANCE – NOVEMBER 13, 2026

RECOMMENDED ACTION:

Staff recommends motion to approve the Consent Agenda as presented.

VENDOR SET: 02 City of Valley Center

BANK: APBK PEOPLES CHECKING

DATE RANGE:10/30/2026 THRU 11/13/2026

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0644		EMPOWER FINANCIAL							
	I-GWF202610285686	KPERS TANDEM 457 DEF COMP	D	10/30/2026	2,209.32		002680	O	
	I-GWR202610285686	KPERS 457 ROTH DEF COMP	D	10/30/2026	1,270.50		002680	O	3,479.82
0274		KANSAS DEPT OF REVENUE							
	I-T2 202611105731	STATE WITHHOLDING	D	11/13/2026	5,505.02		002692	O	5,505.02
0282		KANSAS PAYMENT CENTER							
	I-CS2202611105731	CASE # SG20DM02501	D	11/13/2026	683.50		002693	O	
	I-CS5202611105731	CASE # 16DM00329	D	11/13/2026	271.00		002693	O	954.50
0287		KPERS							
	I-KLS202611105731	KPERS OPTIONAL LIFE SPOUSE	D	11/13/2026	73.23		002694	O	
	I-KPC202611105731	KPERS 3	D	11/13/2026	8,277.70		002694	O	
	I-KPF202611105731	KP & F	D	11/13/2026	16,854.42		002694	O	
	I-KPL202611105731	KPERS OPTIONAL GROUP LIFE INS	D	11/13/2026	758.84		002694	O	
	I-KPN202611105731	KPERS TIER 2	D	11/13/2026	1,156.63		002694	O	
	I-KPR202611105731	KPERS TIER 1	D	11/13/2026	2,061.35		002694	O	29,182.17
0644		EMPOWER FINANCIAL							
	I-GWF202611105731	KPERS TANDEM 457 DEF COMP	D	11/13/2026	2,059.32		002695	O	
	I-GWR202611105731	KPERS 457 ROTH DEF COMP	D	11/13/2026	1,070.50		002695	O	3,129.82
0683		IRS- DEPARTMENT OF THE TREASUR							
	I-T1 202611105731	FEDL WITHHOLDING TAX	D	11/13/2026	8,708.67		002696	O	
	I-T3 202611105731	FICA TAX	D	11/13/2026	14,216.48		002696	O	
	I-T4 202611105731	MEDICARE	D	11/13/2026	3,324.82		002696	O	26,249.97
0776		MID AMERICAN CREDIT UNION							
	I-HSA202611105731	HSA CONTRIBUTION	D	11/13/2026	1,465.67		002697	O	1,465.67
1391		ARC PHYSICAL THERAPY PLUS LP							
	I-202611065704	ARC PHYSICAL THERAPY PLUS LP	R	11/06/2026	35.00		065114	O	35.00
0153		ARK VALLEY NEWS							
	I-202611065720	ARK VALLEY NEWS	R	11/06/2026	116.48		065115	O	116.48
0035		BARRY ARBUCKLE							
	I-202611065730	BARRY ARBUCKLE	R	11/06/2026	800.00		065116	O	800.00
0156		BEALL & MITCHELL, LLC							
	I-202611065728	BEALL & MITCHELL, LLC	R	11/06/2026	2,035.00		065117	O	2,035.00

VENDOR SET: 02 City of Valley Center
BANK: APBK PEOPLES CHECKING
DATE RANGE:10/30/2026 THRU 11/13/2026

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1297		BURNS & MCDONNELL/CAS CONSTRUC							
	I-202611065716	BURNS & MCDONNELL/CAS CONSTRUC	R	11/06/2026	862,218.08		065118	O	862,218.08
0457		CHRISTOPHER MICHAEL LEE DAVIS,							
	I-202611065727	CHRISTOPHER MICHAEL LEE DAVIS,	R	11/06/2026	250.00		065119	O	250.00
0059		CITY OF WICHITA							
	I-202611065709	CITY OF WICHITA	R	11/06/2026	1,764.00		065120	O	1,764.00
1162		CUT RATES LAWN CARE LLC							
	I-202611065691	CUT RATES LAWN CARE LLC	R	11/06/2026	7,135.00		065121	O	7,135.00
1500		DELTA FIRE & SAFETY INC.							
	I-202611065706	DELTA FIRE & SAFETY INC.	R	11/06/2026	15,010.27		065122	O	15,010.27
0088		DONDLINGER & SONS CONSTRUCTION							
	I-202611065713	DONDLINGER & SONS CONSTRUCTION	R	11/06/2026	43,125.53		065123	O	43,125.53
0656		DRAGONFLY LAWN & TREE CARE LLC							
	I-202611065714	DRAGONFLY LAWN & TREE CARE LLC	R	11/06/2026	3,135.75		065124	O	3,135.75
0572		ECONO SIGNS LLC							
	I-202611065702	ECONO SIGNS LLC	R	11/06/2026	70.38		065125	O	70.38
0988		FELD FIRE							
	I-202611065705	FELD FIRE	R	11/06/2026	202.50		065126	O	202.50
0824		GALLS, LLC							
	I-202611065690	GALLS, LLC	R	11/06/2026	2,313.24		065127	O	2,313.24
1394		IDEATEK TELECOM, LLC.							
	I-202611065703	IDEATEK TELECOM, LLC.	R	11/06/2026	1,790.93		065128	O	1,790.93
1474		JAN-PRO REGIONAL FRANCHISE							
	I-202611065698	JAN-PRO REGIONAL FRANCHISE	R	11/06/2026	5,135.00		065129	O	5,135.00
0004		JOHNSON AUTOMOTIVE							
	I-202611065696	JOHNSON AUTOMOTIVE	R	11/06/2026	252.47		065130	O	252.47
0601		JOY K. WILLIAMS, ATTORNEY AT L							
	I-202611065729	JOY K. WILLIAMS, ATTORNEY AT L	R	11/06/2026	1,485.00		065131	O	1,485.00
0077		KANSAS OFFICE OF THE TREASURER							
	I-202611065719	KANSAS OFFICE OF THE TREASURER	R	11/06/2026	810.34		065132	O	810.34

VENDOR SET: 02 City of Valley Center
BANK: APBK PEOPLES CHECKING
DATE RANGE:10/30/2026 THRU 11/13/2026

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0183		KANSAS ONE-CALL SYSTEM, INC							
	I-202611065721	KANSAS ONE-CALL SYSTEM, INC	R	11/06/2026	279.30		065133	O	279.30
1110		KANSAS PAVING							
	I-202611065695	KANSAS PAVING	R	11/06/2026	1,532.72		065134	O	1,532.72
1376		LAMPTON WELDING SUPPLY CO., IN							
	I-202611065707	LAMPTON WELDING SUPPLY CO., IN	R	11/06/2026	30.50		065135	O	30.50
0042		LARRY LINN							
	I-202611065726	LARRY LINN	R	11/06/2026	1,870.00		065136	O	1,870.00
1122		LITTLE ARKANSAS DAR							
	I-202611065711	LITTLE ARKANSAS DAR	R	11/06/2026	300.00		065137	O	300.00
0784		MERIDIAN ANALYTICAL LABS, LLC							
	I-202611065694	MERIDIAN ANALYTICAL LABS, LLC	R	11/06/2026	1,361.00		065138	O	1,361.00
0091		MIES CONSTUCTION INC							
	I-202611065717	MIES CONSTUCTION INC	R	11/06/2026	55,403.10		065139	O	55,403.10
1261		MSA PROFESSIONAL SERVICES, INC							
	I-202611065699	MSA PROFESSIONAL SERVICES, INC	R	11/06/2026	47.25		065140	O	47.25
0196		P E C (PROFESSIONAL ENGINEERIN							
	I-202611065692	P E C (PROFESSIONAL ENGINEERIN	R	11/06/2026	75,624.38		065141	O	75,624.38
0226		RURAL WATER DISTRICT #2							
	I-202611065700	RURAL WATER DISTRICT #2	R	11/06/2026	706.23		065142	O	706.23
0306		SEDGWICK COUNTY							
	I-202611065718	SEDGWICK COUNTY	R	11/06/2026	1,069.14		065143	O	1,069.14
1389		SITEONE LANDSCAPE SUPPLY							
	I-202611065701	SITEONE LANDSCAPE SUPPLY	R	11/06/2026	88.64		065144	O	88.64
1082		T-MOBILE							
	I-202611065708	T-MOBILE	R	11/06/2026	97.50		065145	O	97.50
1116		TRAVELERS CASUALTY AND SURETY							
	I-202611065693	TRAVELERS CASUALTY AND SURETY	R	11/06/2026	240.00		065146	O	240.00
0098		VALLEY CENTER POSTMASTER							
	I-202611065710	VALLEY CENTER POSTMASTER	R	11/06/2026	6,000.00		065147	O	6,000.00

VENDOR SET: 02 City of Valley Center
BANK: APBK PEOPLES CHECKING
DATE RANGE:10/30/2026 THRU 11/13/2026

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0113		VALLEY PRINT LOGISTICS							
	I-202611065715	VALLEY PRINT LOGISTICS	R	11/06/2026	591.55		065148	O	591.55
0014		WICHITA WINWATER WORKS CO.							
	I-202611065697	WICHITA WINWATER WORKS CO.	R	11/06/2026	15,756.96		065149	O	15,756.96
1505		WORTH HYDRO							
	I-202611065712	WORTH HYDRO	R	11/06/2026	360.00		065150	O	360.00
0282		KANSAS PAYMENT CENTER							
	I-CSP202611105731	CASE# SG26DM002112	R	11/13/2026	339.00		999999	O	339.00

* * T O T A L S * *	NO			INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	38			1,109,382.24	0.00	1,109,382.24
HAND CHECKS:	0			0.00	0.00	0.00
DRAFTS:	7			69,966.97	0.00	69,966.97
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: 02 BANK: APBK TOTALS:	45	1,179,349.21	0.00	1,179,349.21

VENDOR SET: 03 City of Valley Center
BANK: APBK PEOPLES CHECKING
DATE RANGE:10/30/2026 THRU 11/13/2026

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0149		WILLIAM DILLMAN							
	I-202611065722	WILLIAM DILLMAN	R	11/06/2026	123.79		065151	O	123.79
0151		MATTHEW NICHOLSON							
	I-202611065723	MATTHEW NICHOLSON	R	11/06/2026	420.00		065152	O	420.00
0156		CLINT MILLER							
	I-202611065725	CLINT MILLER	R	11/06/2026	465.28		065153	O	465.28
0173		KELLY STEPHENS							
	I-202611065724	KELLY STEPHENS	R	11/06/2026	22.04		065154	O	22.04

* * T O T A L S * *	NO			INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	4			1,031.11	0.00	1,031.11
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:	4	1,031.11	0.00	1,031.11
BANK: APBK TOTALS:	49	1,180,380.32	0.00	1,180,380.32
REPORT TOTALS:	49	1,180,380.32	0.00	1,180,380.32

SELECTION CRITERIA

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

CHECK SELECTION

CHECK RANGE: 000000 THRU 999999
DATE RANGE: 10/30/2026 THRU 11/13/2026
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

A. APPROPRIATION ORDINANCE:

Below is the proposed Appropriation Ordinance for November 13, 2026, as prepared by City Staff.

November 13, 2026, Appropriation

Peoples Bank $ 1,180,380.32

CONSENT AGENDA

B. ALCOHOL WAIVER – STAFF HOLIDAY PARTY:

Agenda –cover page

DISCOVER Valley Center

Request for Special Permit
for the Consumption of Alcohol on City Owned Property

City of Valley Center
NAME:
121. S. Meridian
ADDRESS:
Valley Center KS 67147
CITY: STATE: ZIP:
316-755-7310
PHONE NUMBER: NAME OF ORGANIZATION (IF APPLICABLE):
Christmas Party
TYPE OF FUNCTION:
12/11/26 6:00pm 10:00pm
DATE OF FUNCTION: TIME: TO:

1. There is a $25.00 non-refundable application fee.
2. An additional $150.00 damage/cleaning deposit is required. The applicant is responsible for damage to facilities of grounds by any person in attendance.
3. The applicant is responsible to assure that no one under the age of 21 will be served or consume alcohol.
4. The consumption of alcohol will be limited to the areas reserved and adjoining patio. Alcohol is not to be consumed in the park grounds.
5. The applicant assumes responsibility for any person whose conduct is objectionable, disorderly, or disruptive, and shall further be financially responsible of any loss, damage, or injury to person or property during the function. The City of Valley Center reserves the right to remove any persons for any reason.
6. The use of alcoholic beverages on city owned property shall be in conformance with Kansas State laws and the Code of the City of Valley Center.
7. Applicants granted a permit will be required to provide the City with a certificate of liability insurance in the amount of $1,000,000.00 with the City of Valley Center additionally insured.

I understand and assume all responsibility and liability and agree to all rules and regulations provided by the City of Valley Center for the rental of said facility.

City of Valley Center Employee 11/5/26
SIGNATURE: DATE:

Attach a copy of the facility reservation form and the signed Policy Use Agreement.

CONSENT AGENDA

C. STREET CLOSURE REQUEST-MAIN STREET VALLEY CENTER HOMETOWN CHRISTMAS:

Hometown Christmas

Request to close and barricade 100 block of West Main from 6 to 9 p.m. Friday, Dec. 4, 2026

Main Street Valley Center requests the Valley Center City Council's approval to close and barricade the 100 block of West Main Street from 6 to 9 p.m. Dec. 4, 2026, for the annual Hometown Christmas tree-lighting ceremony.

The event will start at 7 p.m. and the barricades will be removed by 9 p.m.

The event draws hundreds of people each year and closing the road is a safe option to facilitate the crowd.

The intersections of Main and Park and Main and Ash will remain open to northbound and southbound traffic.

We ask that the city notify appropriate law enforcement, EMS and fire personnel.

Main Street Valley Center will have insurance for the event.

Thank you.

Chris Strunk, president, Main Street Valley Center
519-3952

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

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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

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