CITY COUNCIL AGENDA

November 3, 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 3**
6. **ADMINISTRATION AGENDA - p 4**
   - A. October 20, 2026 City Council Meeting Minutes - p 5
7. **PRESENTATIONS / PROCLAMATIONS - p 10**
   - A Veterans Day Proclamation – p 10
8. **PUBLIC FORUM** (*Citizen input and requests)* - **p 10**
9. **APPOINTMENTS - p 10**
10. **OLD BUSINESS - p 11**
    - A. Ordinance # 1451-26 Commercial Ad Valorem Rebate Program - p 12
11. **NEW BUSINESS - p 20**
    - A. Water Rate Study Presentation – p 20
    - B. ~~Elevate Senior Living Agreement – p 42~~
    - C. Kansas Gas Franchise Agreement - p 44
    - D Harvest Place Addition Replat - p 60
    - E. South Seneca Pay App# 1 in the amount of $446,023.00 - p 67
    - F. Prairie Lakes Ph# V Change Order #2 in the amount of $15,900.00 - p 72
12. **CONSENT AGENDA - p 75**
    - A. Appropriation Ordinance – October 29, 2026 - p 76
    - B. Gold Star Award-Approval of End of Year Bonus and Additional Day Off - p 84
    - C. Planning & Zoning Minutes from October 27, 2026 – p 85
13. **STAFF REPORTS - p 89**
14. **GOVERNING BODY REPORTS - p 90**
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

APPROVAL OF AGENDA

RECOMMENDED ACTION:

Staff recommends motion to approve the agenda as presented.

ADMINISTRATION AGENDA

A. MINUTES:

Attached are the Minutes from October 20, 2026, Regular City Council Meeting as prepared by the City Clerk.

REGULAR COUNCIL MEETING
October 20, 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, Chris Evans, Ben Anderson & Ron Colbert.

Members Absent: Matt Stamm

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 -

FOR ANNUAL FREE THANKSGIVING DINNER:
Jim Gregory presented the request for the signage in the Right-of Way from November 1st thru November 27th. Signs are for the Lions Club annual free Thanksgiving dinner on November 26, 2026.

Reid made a motion to approval of signage in the Right-of-Way from November 1 through November 27, 2026. Motion seconded by Gregory. Vote: yea; unanimous. Motion carried.

B. DAR DONATION REQUEST FOR WREATHS ACROSS AMERICA:
Evans made a motion to approve a donation of $300.00 to Wreaths Across America. Seconded by Anderson. Vote: yea; unanimous. Motion carried.

C. ORDINANCE # 1451-26 COMMERCIAL AD VALOREM REBATE PROGRAM:
Community Development Director Fiedler presented Ordinance# 1451-26 for first reading to establish a commercial ad valorem rebate program.

Gregory made a motion to approve Ordinance# 1451-26 for first reading. Seconded by Anderson. Vote: yea; unanimous. Motion carried.

D. PRAIRIE LAKES PH# V CHANGE ORDER #1 FOR ADDITIONAL GRADING AND CONCRETE FLUME IN THE AMOUNT OF $32,030.00:
City Administrator Kastens presented Prairie Lakes Ph# V Change Order #1 for additional grading and concrete flume in the amount of $32,030.00.

Anderson made a motion to approve Prairie Lakes Ph# V Change Order #1 for grading and concrete flume in the amount of $32,030.00 and authorize the mayor to sign. Seconded by Gregory. Vote: yea; unanimous. Motion carried.

E. LETTER SUPPORTING RURAL GENERAL PUBLIC TRANSPORTATION:

Anderson made a motion to send the support letter to the Kansas Department of Transportation and authorized the mayor to sign. Seconded by Evans. Vote: yea; unanimous. Motion carried.

F. BLOCK PARTY PERMIT POLICY:

Public Safety Director Newman presented a Block Party Permit request for Ora Ct.

Evans made a motion to allow Chief Newman to make an exception for this Halloween event from 5:00pm to 10:00pm. Seconded by Gregory. Vote: yea; unanimous. Motion carried.

CONSENT AGENDA

A. Appropriation Ordinance – October 15, 2026

B. 3rd Quarter Treasurers Report

C. Economic Development Board Minutes from October 14, 2026

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

STAFF REPORTS-

COMMUNITY DEVELOPMENT DIRECTOR FIEDLER

Director Fiedler stated this will be the last Farmer's Market from 4:30pm to 6:30pm. We will have 2 food trucks and Josh Killen will be performing from 5:30pm to 6:30pm. A coffee vendor will be opening soon downtown.

PUBLIC SAFETY DIRECTOR NEWMAN

Director Newman mentioned that four officers were on Presidential Detail. Trick or Treat street is coming up on October 29th from 5:00pm to 7:00pm.

LIBRARY DIRECTOR SHARP

The library will be serving lunch for the chamber of commerce at noon.

GOVERNING BODY REPORTS –

MAYOR TRUMAN

Gina and I went to the League conference last week. 3 second classes from West Elementary visited City Hall today to learn about the city.

COUNCILMEMBER REID

I just want to encourage everyone to vote on November 3rd and early voting begins on Tuesday in Valley Center.

COUNCILMEMBER GREGORY

I attended the League convention, and I received a list of unclaimed property from the State of Kansas Treasurer's office.

COUNCILMEMBER EVANS
Can I get a map of houses that give out the full-size candy bars? I am asking for a friend.

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

ADJOURN -

The meeting adjourned at 7:56 PM.

_____

Amanda Park, City Clerk

ADMINISTRATION AGENDA

RECOMMENDED ACTION

A. MINUTES:

RECOMMENDED ACTION:

Staff recommends motion to approve the minutes of October 20, 2026, Regular City Council Meeting as presented.

PRESENTATIONS / PROCLAMATIONS

A. Veterans Day Proclamation

PUBLIC FORUM

APPOINTMENTS

Office of the Mayor
Valley Center, Kansas
Proclamation

WHEREAS *the freedom and security that citizens of the United States enjoy today are direct results of the bloodshed and continued vigilance given by the United States Armed Forces over the history of our, great nation; and*

WHEREAS *the sacrifices that such members of the United States Armed Forces and of the family members that support them, have preserved the liberties that have enriched this nation making it unique in the world community; and*

WHEREAS, *we are celebrating November 11, 2026, Veteran's Day we are calling on all Americans to remember those who gave their lives in defense of freedom and to honor the men and women of all our Armed Services who have served and are now serving our Country, together with their families; and*

WHEREAS, *we celebrate Victory in Europe (VE) Day, Military Spouse Day, Loyalty Day, Armed Forces Day/Week, National Day of Prayer, Memorial Day, Navy Day, Army Day, and Flag Day; Therefore, I call upon all citizens to display the Flag of the United States and to participate in actives in the community. I, therefore, call upon all Americans, including civic and fraternal organizations, place of worship, school, to support this day with commemorative expressions and programs.*

NOW, THEREFORE, *I, James Truman, Mayor of the City of Valley Center,* Kansas *do hereby proclaim the month of November 2026 as a special time to show appreciation for our Military and proclaim it as*

MILITARY APPRECIATION MONTH

in the City of Valley Center, Kansas and encourage all citizens to join me in showing our gratitude by the appropriate display of flags and ribbons during the designated period.

(Seal of the City)

IN WITNESS WHEREOF, *I have hereunto Set my hand and caused the Seal of the City of Valley Center to be affixed this 3rd day of November 2026*

_____

James E. Truman, Mayor

OLD BUSINESS

A. ORDINANCE # 1451-26 COMMERCIAL AD VALOREM REBATE PROGRAM:

Community Development Director Fiedler will present Ordinance# 1451-26 for second reading to establish a commercial ad valorem rebate program.

- **Ordinance# 1451-26**

ORDINANCE NO. 1451-26

AN ORDINANCE OF THE CITY OF VALLEY CENTER, KANSAS ESTABLISHING AN AD VALOREM REBATE PROGRAM FOR COMMERCIAL PROPERTY OWNERS OF THE CITY PORTION OF AD VALOREM PROPERTY TAXES ASSESSED AND PAID ON QUALIFYING NEW CONSTRUCTION AND RENNOVATION FOR A PERIOD OF UP TO TEN YEARS, SUBJECT TO CERTAIN LIMITATIONS, CONDITIONS AND RESTRICTIONS; AUTHORIZING STAFF TO PREPARE APPROPRIATE APPLICATION FORMS AND AGREEMENTS TO BE EXECUTED BETWEEN THE CITY AND PROPERTY OWNERS PARTICIPATING IN THE PROGRAM; AND AUTHORIZING THE CITY CLERK TO EXECUTE SUCH AGREEMENTS ON BEHALF OF THE CITY OF VALLEY CENTER, KANSAS.

WHEREAS, Article 12, section 5 of the Kansas Constitution empowers cities to determine their local affairs and government; and

WHEREAS, the Governing Body of the City of Valley Center, Kansas (the "City") has determined that it would be in the public interest to establish a program that promotes economic growth, job creation and a stronger tax base within the City's corporate limits; and

WHEREAS, the City desires to incentivize and encourage businesses to locate within the corporate city limits of Valley Center, Kansas, and existing businesses to grow and expand within the corporate city limits of the City of Valley Center, Kansas.

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

SECTION 1. Economic Development
The Governing Body of the City hereby finds and determines that the Commercial Ad Valorem Rebate Program will stimulate and foster economic development in the City and its environs in order to enhance and provide for the general and economic development welfare of the City and its citizens.

SECTION 2. Authorization
Pursuant to the authority of Article 12, Section 5 of the Kansas Constitution, the Governing Body of the City hereby authorizes and establishes the Commercial Ad Valorem Rebate Program, which will provide for a rebate of the City portion of real property taxes on eligible properties for a period of up to ten (10) years, subject to certain limitations, conditions and restrictions as provided in "Exhibit A" attached to this ordinance.

SECTION 3. Eligibility

a. City Staff shall have the authority and discretion to approve or reject applications based on the eligibility standards and review criteria contained herein. If any applicant is dissatisfied with Staff's decision, a written appeal may be submitted, within 20 calendar days from the date of notice to the City Council for final determination.
b. As a part of the application process, the applicant(s) must furnish a properly completed W-9 and must enter into a Program Agreement developed by City Staff, which will include an agreement that all taxes and special assessments will be paid when due during the period the property is covered by the rebate program,

that the owners will comply with all conditions, limitations and restrictions of the Program as set forth in the agreement and this Ordinance, and that the owners will not appeal the valuation of the property or seek refunds of tax for periods for which rebates have been paid.

c. Properties located in any existing for future property tax incentive district as approved by the City are excluded from this program.

SECTION 4. Application and Application Period
Application for participation in the Program shall be made on forms to be developed by City Staff, applications will be received from and after the publication of this Ordinance.

SECTION 5. Rebates
Once the application is approved for an eligible property and the owner(s) have entered into the Program Agreement with the City and participating entities, the City, subject to the limitations and restrictions of the Kansas Cash Basis and Budget Laws will issue a rebate payment to the property owner(s) according to the schedule established in the Program guidelines, which payment shall be in the amount of the City's share (as determined by the Sedgwick County Treasurer) of ad valorem property taxes which the applicant owner(s) or a predecessor in title actually paid or cause to be paid on the property the preceding December and May.

SECTION 6. Tier System

a. Tier 1 will be for qualified new construction or renovation that has a assessed value increase of $25,000-99,999, with rebates over a five-year period as provided in "Exhibit A" attached to this ordinance.
b. Tier 2 will be for qualified new construction or renovation that has a minimum assessed value increase of $100,000-999,999, with rebates over a five-year period as provided in "Exhibit A" attached to this ordinance.
c. Tier 3 will be for qualified new construction or renovation that has a minimum assessed value increase of $1,000,000, with rebates over up to a ten-year period as provided in "Exhibit A" attached to this ordinance.

SECTION 7. Early Termination of the Rebate Periods
The Tax Rebate Period may be terminated early, and a property removed from further participation in the Program, with no payments to be made by the City thereafter, in the event that the owners of the property:

a. fail to make (or cause to be made) timely payment (first half of taxes are due December 20th annually and the second half of taxes are due May 10th annually) of all special assessment obligations, general taxes relating to any property owned by the applicant(s) in Sedgwick County, as and when same are due; or
b. appeal the valuation of the property or seek refund of any tax for which tax rebate payments have been made. Owner shall notify the City of an appeal and any rebates will be put on hold until a determination has been made by the Board of Tax Appeals; or
c. fail to comply with any other obligation or condition of the Program Agreement.

SECTION 8. Authorization of Program Agreement
City staff are authorized and directed to develop a form of a Program Agreement consistent with the requirements, conditions, limitations and restrictions of this Ordinance and "Exhibit A", and the City Administrator is hereby authorized to execute and deliver Program Agreements with property owner(s) whose applications have been approved, on behalf of the City. City Staff is further authorized and directed to take such further actions as may be from time to time necessary for administration of the Commercial Ad

Valorem Rebate Program and to carry out and give effect to the transactions contemplated by this Ordinance.

SECTION 9. Effective Date
This ordinance shall take effect and be in full force after its passage and one publication in the official city newspaper.

SECTION 10. Termination Date
Unless modified by the Governing Body of Valley Center, Kansas, this Commercial Ad Valorem Rebate Program will expire on December 31, 2031. Applications must be submitted and approved prior to the expiration date to be included in the program.

PASSED by the Governing Body and signed by the Mayor of the City of Valley Center, Kansas, on this 20th day of October, 2026.

First Reading: October 20, 2026
Second Reading: November 3, 2026

(SEAL)

/s/ _____
Jet Truman, Mayor

ATTEST:

/s/ _____
Amanda Park, City Clerk

EXHIBIT A

INSTRUCTIONS

Minimum Appraised Valuation Increase and Rebate Eligibility:

- $25,000-99,999 for 5-year Ad Valorem Rebate Program (100% rebate)
- $100,000-999,999 for 5-year Ad Valorem Rebate Program (20% declining scale rebate)
- $1,000,000+ for up to 10-year Ad Valorem Rebate Program (10% declining scale rebate, unless other terms determined by Council)
- Applications must be made 30 days prior to the commencement of construction or improvements.
- Application must be approved prior to the commencement of construction.

A. Provide information identifying the property applying for the Ad Valorem Tax Rebate.

B. Zoning district must permit commercial use for which the application is submitted for.

C. Any business, organization or individual having at least 25% stake holdings in the property and/or business operations on the applicant property must be listed, as well as any property within Valley Center that is owned by the business, organization or individuals. All property listed must be current on all ad valorem taxes and special assessments to be eligible for the AVRP program. Any property listed that becomes delinquent during the 5-year rebate period will disqualify the applicant property from the Program and all current and future tax rebates shall be forfeited in full. Taxes are considered delinquent if at least half the taxes are not paid by December 20th of the tax year.

D. Expected Date of Construction Commencement and Completion-All tax rebated under the Program shall commence the calendar year following the year of completion. New construction and improvements to existing properties must be completed within one (1) year of the date of application. Any request beyond that period will be made to staff and considered for good cause shown on a case-by-case basis.

E. Value of Property at time of commencement and Expected Value Increase-All tax rebates under this Program shall be made only from the resulting increase in ad valorem taxes generated and collected by reason of the new construction or improvements to existing properties and may not equal the amount of the actual dollars spent.

F. Describe construction to be completed. Please provide as much information as possible related to the type of structure, including materials and foundation, as well as the type of business operations the structure will be used for. This information will help determine the estimated increase in appraised value.

G. Has zoning permit been applied for? New construction as well as improvements to existing properties must be in compliance with all applicable building codes and zoning regulations in effect within its location at the time construction or improvements begin. Tax rebates may be denied or terminated for noncompliance with applicable laws and regulations governing the applicant property.

AD VALOREM REBATE PROGRAM APPLICATION

Please complete in ink or fill out digitally. An incomplete application may not be processed.

Applications must list all organizations, companies, LLC's, partnerships and/or individual's having any ownership in the property or business applying for ad valorem rebate. All applications must contain signature of all property owners.

A. Name of Business applying for Rebate:_____
   Phone Number: _____Employer Identification Number:_____
   Address for Rebate:_____
   Legal Description: Lot(s) _____ in Block _____ in _____ Addition
B. Present Zoning District _____ Proposed Use: _____
C. Property Owner: _____ Phone:_____
   Address:_____
   Ownership in business applying for rebate: _____ %
   Other property owned in the City of Valley Center:_____
   _____
   Property Owner: _____ Phone:_____
   Address:_____
   Ownership in business applying for rebate: _____ %
   Other property owned in the City of Valley Center:_____
   _____

   Property Owner: _____ Phone:_____
   Address:_____
   Ownership in business applying for rebate: _____ %
   Other property owned in the City of Valley Center:_____
   _____

**Attach additional page if necessary.

REBATE BENEFIT INFORMATION

Qualified property's benefits are transferrable with change of ownership.
**Staff must be notified at time of change of ownership to verify continued qualification based on new owner's compliance with Item "C".

- After payment in full of ad valorem taxes and special assessments, the rebate shall be made by June 30th each year, or within thirty (30) days following the date of the next scheduled tax distribution if after June 30th.
- Rebates will only be made after 100% of the ad valorem taxes and specials have been paid, if applicant does not pay 2nd half of taxes until May 10th, the rebate will be made after the June distribution.
- Staff will make every effort to determine qualification of the property in the program as soon as possible. Turnaround of applications will be heavily dependent on the availability for site inspection.

A. Expected Date of Construction Commencement: _____
   Expected Date of Completion: _____
B. Value of Property at Time of Commencement: _____
   Expected Value Increase: _____
C. Describe construction/improvements to be completed: _____

_____

_____

Applicant may attach building specs.

D. Has Zoning Permit been applied for and approved: Y N

If not, explain:

_____

_____

_____ _____
Signature of Property Owner Date

_____ _____
Signature of Property Owner Date

_____ _____
Signature of Property Owner Date

OLD BUSINESS

RECOMMENDED ACTION

A. ORDINANCE # 1451-26 COMMERCIAL ADVALOREM REBATE PROGRAM:

Should Council choose to proceed,

RECOMMENDED ACTION:

Staff recommend approval of the Ordinance #1451-26 second reading and authorize the mayor to sign.

NEW BUSINESS

A. WATER RATE STUDY PRESENTATION:

Spencer MacLaughlin & Nicole Franken with Pec will present the Water Rate Study.

- **Water Rate Presentation**

Valley Center Water Rate Study Update

Water Utility Rate Study



CITY OF VALLEY CENTER

Purpose for the Rate Study

- Determine the water rates required to meet current and future financial needs
- Account for operation of the new water treatment plant
- Evaluate the changing balance between local production and Wichita water purchases
- Fund planned capital improvements and debt-related transfers
- Maintain adequate Water Fund reserves

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Scope

- Evaluate historical customers, water usage, revenues, and expenditures
- Project customer accounts and water usage from 2026 through 2031
- Evaluate long-term financial performance through 2037
- Evaluate three water-supply scenarios
- Evaluate Wichita purchases under its uniform wholesale rate structure
- Develop scenario-specific rate adjustments
- Evaluate customer bill impacts, regional competitiveness, and affordability

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Water System Overview

- Serves residential, commercial, and industrial customers
- Provides wholesale water service to Sedgwick County RWD No. 2
- Currently purchases finished water from the City of Wichita
- Operates primary and secondary connections to Wichita's distribution system
- Wells 10, 11, and 12 are connected to Wichita's raw-water transmission system
- New water treatment plant expected to begin operation in 2027
- Raw-water sales to Wichita expected to end as the new plant begins operation



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Wholesale Water Agreements

Wichita Agreement

- 2016 agreement covers finished-water purchases and the City's raw water sales to Wichita
- Wichita currently uses a **tiered wholesale rate structure**;
  - Wichita is seeking a transition to its **uniform wholesale rate structure**; projected purchases reflect that direction
- Raw-water sales are expected to end with operation of the new water treatment plant

Sedgwick County RWD No. 2 Agreement

- Valley Center provides wholesale water service under an agreement originally established in 1973
- SCRWD2 is the City's largest individual water user, representing approximately **21.5% of analyzed usage**

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Historical Water Rates

Monthly Base Charge

Meter Size	2023	2024	2025
5/8 – inch	$30.00	$30.00	$30.00
1 – inch	$52.19	$52.19	$52.19
1 1/2 – inch	$104.34	$104.34	$104.34
2 – inch	$167.59	$167.59	$167.59
3 – inch	$730.32	$730.32	$730.32
4 – inch	$2,076.57	$2,076.57	$2,076.57

Tiered Consumption Rates per 1,000 Gallons

Year	Valley Center			Wichita			Percent Markup		
	Tier I	Tier II	Tier III	Tier I	Tier II	Tier III	Tier I	Tier II	Tier III
2023	$5.20	$19.63	$29.33	$3.45	$17.92	$26.84	50.72%	9.54%	9.28%
2024	$5.59	$20.86	$31.16	$3.71	$19.23	$28.80	50.67%	8.48%	8.19%
2025	$5.84	$21.80	$32.56	$3.98	$20.61	$30.87	46.73%	5.77%	5.47%

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Projected Number of Water Accounts

Meter Size	2026	2027	2028	2029	2030	2031	Overall Annual Growth Rate
RESIDENTIAL							
5/8 – inch	2,191	2,191	2,191	2,191	2,191	2,191	1.89%
1 – inch	175	219	265	311	358	407	
1 1/2 – inch	3	3	3	3	3	3	
2 – inch	14	15	15	15	15	16	
3 – inch	2	2	2	2	2	2	
SUBTOTAL	**2,385**	**2,430**	**2,476**	**2,523**	**2,571**	**2,619**	
COMMERCIAL							
5/8 – inch	76	76	76	76	76	76	0.82%
1 – inch	51	52	53	54	55	56	
1 1/2 – inch	2	2	2	2	2	2	
2 – inch	8	8	8	8	8	8	
3 – inch	3	3	3	3	3	3	
4 – inch	1	1	1	1	1	1	
SUBTOTAL	**141**	**142**	**143**	**144**	**145**	**147**	

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Historical Water Usage

Customer Type	2023	2024	2025
Residential	132.3 MG	128.8 MG	142.5 MG
Commercial	68.8 MG	58.6 MG	66.7 MG
TOTAL	**201.1 MG**	**187.3 MG**	**209.2 MG**

Water User	2023-Current % of Total Usage
Rural Water District #2	21.46%
National Plastics Color Inc.	3.11%
Medicalodges, Inc.	0.81%
Board of Education (9600 N Meridian)	0.73%
Board of Education (800 N Meridian)	0.60%
Backroads Property Management	0.47%
William Arick	0.43%
Petra Valley View, LLC	0.41%
Valley Center Car Wash	0.34%
Valley Rec Center	0.30%

Drought Restriction Timeline

- January 2023: Stage 1 – Voluntary conservation
- August 2024: Stage 2 – Once-per-week watering restriction
- September 2025: Permanent three-day-per-week watering schedule

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Historical Water Usage

Meter Size	Monthly Usage by Customer Type (1,000 gal)			
	2023	2024	2025	Average
RESIDENTIAL				
5/8 – inch	4	4	5	4
1 – inch	14	10	4	9
1 1/2 – inch	9	6	6	7
2 – inch	34	30	31	31
3 – inch	133	138	125	132
COMMERCIAL				
5/8 – inch	14	4	4	7
1 – inch	7	7	7	7
1 1/2 – inch	48	45	41	44
2 – inch	88	87	85	87
3 – inch	30	28	71	43
4 – inch	3,588	3,565	4,005	3,719

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DISCOVER Valley Center

Projected Water Usage

Meter Size	Annual Usage Projections by Customer Type (1,000 gal)					
	2026	2027	2028	2029	2030	2031
RESIDENTIAL						
5/8 – inch	116,154	116,154	116,154	116,154	116,154	116,154
1 – inch	19,232	24,153	29,168	34,277	39,483	44,787
1 1/2 – inch	257	262	267	272	277	282
2 – inch	5,382	5,484	5,587	5,693	5,800	5,910
3 – inch	3,230	3,291	3,353	3,416	3,481	3,547
COMMERCIAL						
5/8 – inch	6,684	6,684	6,684	6,684	6,684	6,684
1 – inch	4,313	4,401	4,489	4,578	4,668	4,759
1 1/2 – inch	1,074	1,083	1,092	1,101	1,110	1,119
2 – inch	7,864	7,928	7,993	8,058	8,124	8,191
3 – inch	1,517	1,529	1,541	1,554	1,567	1,580
4 – inch	44,996	45,364	45,735	46,109	46,486	46,866
TOTAL USAGE	**210,703**	**216,333**	**222,064**	**227,897**	**233,834**	**239,878**
NON-REVENUE (LOSS)	30,910	31,736	32,577	33,432	34,303	35,190
TOTAL USAGE + NON-REVENUE	**241,613**	**248,069**	**254,640**	**261,329**	**268,138**	**275,068**

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DISCOVER Valley Center

Reserve Funds

Utility	2025
Water Fund	$4,317,143

- 2025 Water Fund balance: **$4.32 million**
- Recommended minimum balance: **25% of annual expenditures**
- Reserve target provides protection against:
  - Unexpected operating costs
  - Revenue fluctuations
  - Emergency repairs
  - Debt-service obligations

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DISCOVER Valley Center

Capital Improvement Plan (CIP) Highlights

- **$225,000 annually beginning in 2027**
  - Waterline loops and replacements
- **$15,000 in 2027**
  - Water rights study
- **$240,000 annually beginning in 2036**
  - Water tower and system improvements
- Funding through Water Fund revenues and future bond or loan proceeds

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Projected Expenditures – Assumptions Summary

- **5% annual increase:** Salaries and benefits
- **15% annual increase through 2031:** Health insurance
- **3% annual increase:** Contractual and capital costs
- **5% annual increase:** Commodity costs
- **3% annual increase:** WTP power and chemical costs
- **9% annual increase:** Wichita wholesale rates

PEC

Water-Supply Scenarios

Scenario A	Scenario B	Scenario C
75% WTP / 25% Wichita	**60% WTP / 40% Wichita**	**50% WTP / 50% Wichita**
• Greatest WTP production • Lowest Wichita reliance • Lowest projected cost	• Moderate WTP production • Moderate Wichita reliance • Intermediate projected cost	• Lowest WTP production • Greatest Wichita reliance • Highest projected cost

PEC

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Wichita Wholesale Purchase Structure

- Wichita is seeking a transition to its **uniform wholesale rate structure**
- All projected Wichita purchases are charged at **one rate per 1,000 gallons**
- Wholesale rates are assumed to increase **9% annually**, in line with historical trends
- The same purchasing structure applies to **all three water-supply scenarios**

PEC

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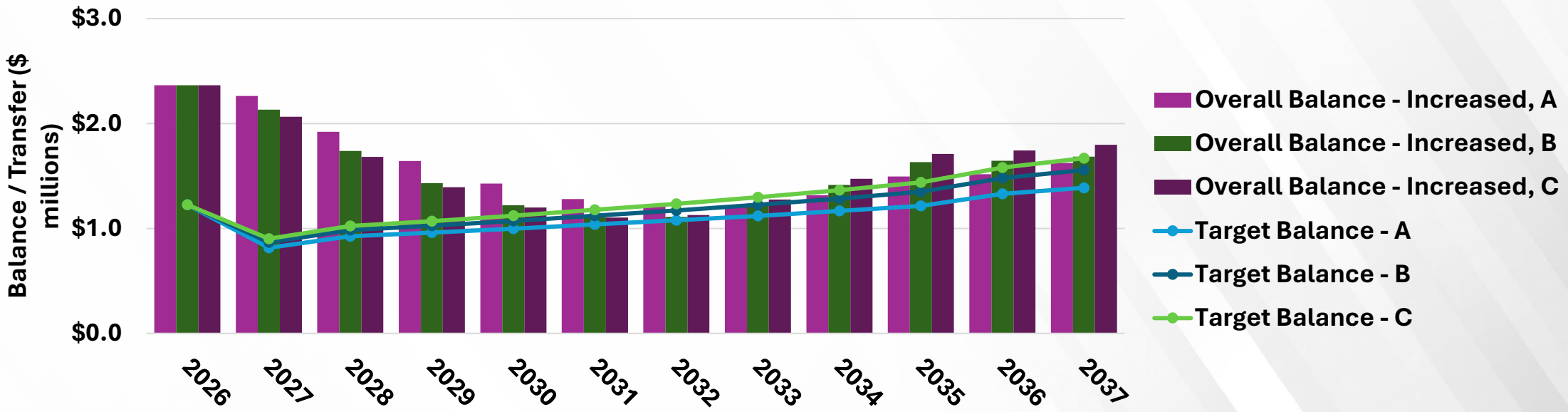
Water Fund Balance Comparison Under Uniform Wholesale Rates



Annual Consumption Charge Increases

Scenario	2027-2028	2029-2033	2034-2037
A: 75% WTP / 25% Wichita	11.0%	3.5%	3.5%
B: 60% WTP / 40% Wichita	16.0%	5.5%	3.0%
C: 50% WTP / 50% Wichita	20.5%	5.8%	3.5%

Base Charge Annual Increases
The monthly base charge is increased by 3.3% annually from 2027 through 2037 under all three scenarios

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Affordability Determination

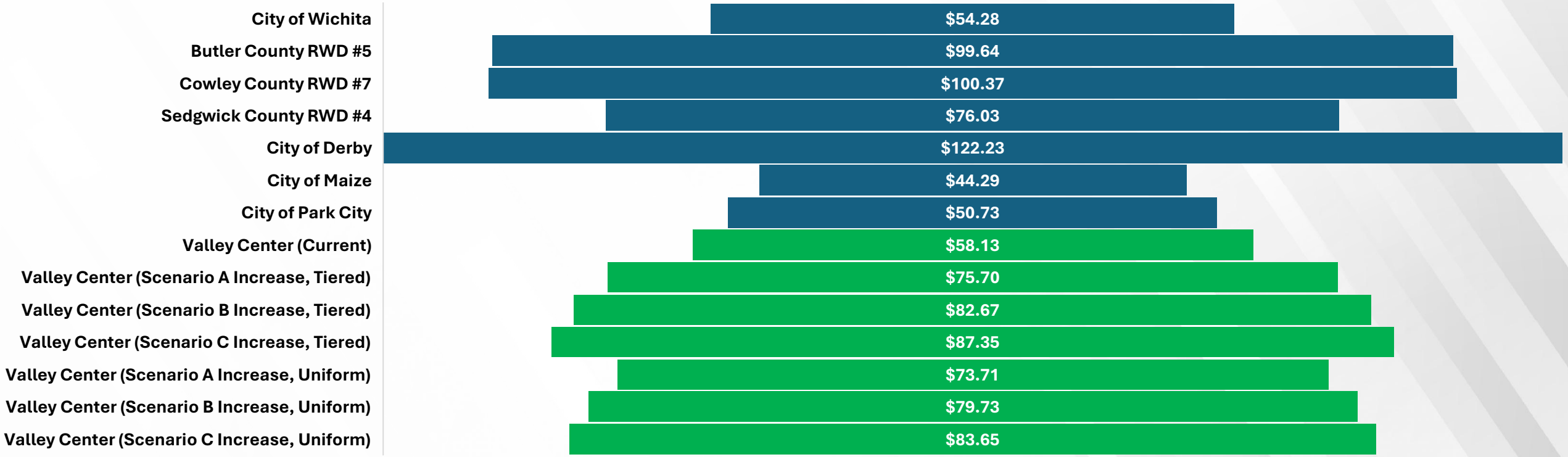
- **2024 median household income:** $77,020 annually, or $6,418 per month
- **2031 typical residential usage:** 4,500 gallons per month

Uniform Purchase Scenario	Monthly bill	% of monthly household income
A: 75% WTP / 25% Wichita	$73.71	1.15%
B: 60% WTP / 40% Wichita	$79.73	1.24%
C: 50% WTP / 50% Wichita	$83.65	1.30%

- **EPA affordability benchmark:** All three scenarios remain below 2.5% of household income
  - At the 2024 per capita income, the typical bill equals **2.58% to 2.93% of monthly income**

PEC

2031 Typical Residential Customer Water Charges Comparison



1) **RWD, Maize, and Park City comparisons:** Projected to 2031 using **4.0% annual increases**.
2) **Wichita:** Projected using **7.5% annual increases** based on historical trends.
3) **Derby:** Projected using **7.0% annual increases**, reflecting its current reliance on Wichita water.

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Recommended Rate Increases

Volume Charge Adjustments

Scenario	Under Wichita Uniform Wholesale Structure
Scenario A	11.0% annually, 2027-2028; 3.5% annually, 2029-2037
Scenario B	16.0% annually, 2027-2028; 5.5% annually, 2029-2033; 3.0% annually, 2034-2037
Scenario C	20.5% annually, 2027-2028; 5.8% annually, 2029-2033; 3.5% annually, 2034-2037

Base Charge Adjustments

- Increase monthly base charges **3.3% annually from 2027 through 2037** under all three scenarios.

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Why Not Fully Maximize WTP Production?

- Continued Wichita purchases are needed to maintain sufficient flow through the existing Wichita connections.
- Maintaining this flow helps manage water age and maintain adequate chlorine residual.
- A minimum Wichita purchase of approximately 25% of average water use is anticipated for water quality purposes.
- Continued purchases also preserve Wichita as an active supplemental supply source.
- The City currently holds approximately 305.32 million gallons per year of water rights, which limits the ability to rely entirely on WTP production as demand increases.

PEC

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Questions?

THANK YOU!



DISCOVER Valley Center

CITY OF VALLEY CENTER

NEW BUSINESS

~~B. ELEVATE SENIOR LIVING AGREEMENT:~~

City Administrator Kastens will present Elevate Senior Living Agreement.

- **Moved to November 17, 2026 Agenda**

NEW BUSINESS

RECOMMENDED ACTION

B. ELEVATE SENIOR LIVING AGREEMENT:

.

Should Council choose to proceed,

RECOMMENDED ACTION:

Motion will be added on Monday

NEW BUSINESS

C. KANSAS GAS FRANCHISE AGREEMENT:

City Administrator Kastens will present Kansas Gas Franchise agreement

- **Franchise Agreement**

(Published in _____ on _____, 20____)

ORDINANCE NO. _____

AN ORDINANCE GRANTING KANSAS GAS SERVICE, A DIVISION OF ONE GAS, INC., A CONTRACT FOR A NATURAL GAS FRANCHISE TO CONSTRUCT, OPERATE, AND MAINTAIN ALL FACILITIES NECESSARY OR PROPER FOR THE TRANSMISSION, TRANSPORTATION, DISTRIBUTION, SUPPLY, AND SALE OF NATURAL GAS TO CONSUMERS; GRANTING THE RIGHT AND PRIVILEGE TO USE THE RIGHT-OF-WAY FOR SAID PURPOSE; PRESCRIBING THE TERMS AND CONDITIONS OF SUCH FRANCHISE; AND REPEALING ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT WITH SAID PURPOSE.

I. RECITALS

WHEREAS, Kansas Gas Service, a division of ONE Gas, Inc. ("Company"), an Oklahoma corporation, holds a Certificate of Public Convenience and Necessity from the State Corporation Commission of the State of Kansas to operate as a natural gas public utility within the State of Kansas; and

WHEREAS, Company owns and operates a system for the transmission, transportation, distribution, supply, or sale of natural gas in the State of Kansas, and has built, or proposes to build, natural gas Facilities within and through the City of Valley Center, Kansas ("City") for those purposes; and

WHEREAS, City and Company both desire that Company sell or furnish natural gas to the inhabitants of City; and

WHEREAS, K.S.A. 12-2001, as amended, authorizes City, by ordinance, to contract with Company for a franchise to sell or furnish natural gas to the inhabitants of City, and to grant Company the right and privilege to use the streets and alleys of City for that purpose;

NOW, THEREFORE, IN CONSIDERATION OF THE BENEFITS TO BE DERIVED BY CITY AND ITS INHABITANTS, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF VALLEY CENTER, KANSAS:

II. DEFINITIONS

In this Franchise, the following words and phrases have the meanings given below. Words used in the present tense include the future tense, and words in the singular include the plural. The word "shall" is always mandatory and not merely permissive.

A. **"City"** means the City of Valley Center, Kansas, and, where the context is appropriate, each of its departments, divisions, and component units, including any public trust or authority of which the City is a beneficiary.

B. **"Company"** means Kansas Gas Service, a division of ONE Gas, Inc., and its successors and permitted assigns.

C. **"Effective Date"** means the date Company submits its written acceptance of this Franchise with City, following City's final passage and approval of this Franchise.

D. **"Facilities"** means natural gas transmission and distribution facilities located in the Public Ways, including, but not limited to, mains, pipes, pipelines, services, laterals, conduits, valves, boxes, regulating and reducing stations, and related equipment or appurtenances, used to transmit, transport, distribute, supply, or sell natural gas.

E. **"Franchise"** means the right and privilege granted to Company under this Franchise Ordinance to use City's Public Ways to transmit, transport, distribute, supply, or sell natural gas to City and its inhabitants, through City and beyond its limits, and to do all things necessary or proper to carry on that business.

F. **"Franchise Fee"** means the fee Company pays to City under this Franchise.

G. **"Franchise Ordinance"** means this Ordinance, which contracts with and grants to Company a natural gas Franchise.

H. **"Gross Receipts"** means all money Company actually collects from the sale or transportation of natural gas within the corporate limits of City. Gross Receipts do not include: connection, disconnection, or reconnection fees; temporary service charges; late-payment or delayed-payment charges; collection fees; bad debts; customer project contributions; meter-test fees; amounts collected from customers as reimbursement of the Franchise Fee; returned-check charges; or credit extended under the Cold Weather Rule (or any substitute rule) of the Kansas Corporation Commission.

I. **"Person"** means any natural person, and any entity of any kind, including a corporation, limited liability company, partnership, joint venture, association, trust, or other legal or commercial organization. "Person" also includes any federal, state, or local governmental entity, including any agency, department, authority, commission, political subdivision, or instrumentality thereof.

J. **"Public Improvements"** means any public facility, building, or capital improvement, including, without limitation, streets, alleys, sidewalks, sewers, water and drainage facilities, and other right-of-way improvements that is planned, constructed, reconstructed, maintained, or repaired by City or another governmental entity, or otherwise paid for with public funds.

K. **"Public Way" or "Public Ways"** means the area on, below, or above the present and future public streets, avenues, alleys, bridges, boulevards, roads, highways, parks, parking areas, sidewalks, and other public areas, and general utility easements that are dedicated to or acquired by City. Public Ways do not include easements obtained by private entities providing utility services, or private easements in platted subdivisions or tracts.

L. **"Sales Customer"** means any Person located within the corporate limits of City that purchases natural gas from Company for delivery to that Person within City through Company's Facilities.

M. **"Settlement Prices"** means the settlement prices for natural gas futures contracts traded on the New York Mercantile Exchange (NYMEX). For each month, the applicable Settlement Price is the price published for the fifteenth day of that month by a nationally

recognized source, such as CME Group (CME) or S&P Global Platts (Platts), on the next business day after the fifteenth day, or on the next day a Settlement Price is published.

N. **"Transportation Customer"** means any Person located within the corporate limits of City that purchases natural gas from a supplier other than Company and receives transportation service from Company for delivery of that natural gas to that Person within City through Company's Facilities.

O. **"Volumetric Rate"** means the rate assigned to each thousand cubic feet ("Mcf") of natural gas transported by Company to Transportation Customers located within the corporate limits of City through Company's Facilities. The initial Volumetric Rate is $0.1821 per Mcf, as shown in Attachment A, which is attached to and incorporated into this Franchise. Each year, Company shall recalculate the Volumetric Rate to be effective on January 1 of the following year. The recalculated Volumetric Rate shall be based on the average of the monthly Settlement Prices for the prior twelve-month July-through-June period. Company shall determine that average by adding the monthly Settlement Prices for the prior July-through-June period, dividing the total by twelve, and multiplying the result by five percent (5%). Company shall calculate the Volumetric Rate under this definition and file the recalculated rate with the City Clerk by July 31 of each year.

III. FRANCHISE

A. Grant of Franchise. In consideration of the benefits to City and its inhabitants, City grants Company a non-exclusive Franchise to lay, construct, extend, maintain, alter, inspect, repair, replace, protect, relocate, change the size of, operate, and remove Facilities along, across, over, upon, and under City's Public Ways. Company may use this Franchise to transmit, transport, distribute, supply, or sell natural gas to City and its inhabitants, through City and beyond its limits, and to do all things necessary or proper to carry on that business.

B. Term of Franchise. A period of twenty (20) years from the Effective Date.

C. No Title to Public Ways. This Franchise does not convey any title, legal or equitable, in City's Public Ways to Company. It gives Company only the right and privilege to occupy City's Public Ways for the purposes and the period stated in this Franchise.

D. Exclusions. This Franchise does not:

1. Authorize Company to use facilities or personal property owned or controlled by City or a third party without that party's consent;

2. Authorize Company to lay, construct, extend, maintain, alter, inspect, repair, replace, protect, relocate, change the size of, operate, or remove Facilities on City property other than City's Public Ways;

3. Excuse Company from obtaining the appropriate access or attachment agreements before locating Facilities on property owned or controlled by City or a third party, other than City's Public Ways; or

4. Except as expressly stated in this Franchise, excuse Company from obtaining any permit, license, certification, grant, registration, or other authorization required by any body with jurisdiction over Company.

E. Competitively Neutral. Company is authorized to use City's Public Ways in an equitable, competitively neutral, and non-discriminatory manner for the purposes and period stated in this Franchise.

F. Proprietary and Administrative Nature. City and Company agree that this Franchise reflects a bargained-for contractual exchange of consideration, including payment of the Franchise Fee for Company's use of City's Public Ways. In entering into this Franchise, City acts in its proprietary and administrative capacity with respect to the use of its property and the receipt of compensation for that use.

IV. COMPENSATION

A. Compensation for Franchise. In consideration of this Franchise, Company shall pay City, for the term of this Franchise, a Franchise Fee equal to:

1. Five percent (5%) of the actual Gross Receipts Company collects from the sale of natural gas to its Sales Customers located within the corporate limits of City;

2. Five percent (5%) of the actual Gross Receipts Company collects from the transportation of natural gas to its Transportation Customers located within the corporate limits of City; and

3. for natural gas transported by Company to Transportation Customers located within the corporate limits of City, an amount equal to the number of Mcf transported to those Transportation Customers multiplied by the Volumetric Rate.

B. Payment Schedule. On a monthly basis, Company shall pay City the Franchise Fee, for the preceding monthly period.

C. Payment Obligation. Company's obligation to pay the Franchise Fee shall begin with the first monthly billing cycle following the Effective Date. Before the Effective Date, Company shall continue to calculate and pay City the compensation provided in Ordinance No. 1135-06, and amendments thereto.

D. No Additional Fees. The Franchise Fee is full and reasonable compensation to City for Company's use and occupancy of the Public Ways during the term of this Franchise. Except as expressly provided in this Franchise, the Franchise Fee is in lieu of any separate tax, charge, assessment, license, or fee that City might otherwise impose for the right to use or occupy its Public Ways. Any fee otherwise imposed by ordinance for a permit or other use of the Public Ways is included within the Franchise Fee and shall not be separately assessed or collected from Company during the term of this Franchise. Except as provided in Section VI(C), if City requires Company, or a contractor, subcontractor, or agent acting on Company's behalf, to pay any permit fee, application fee, review fee, inspection fee, or similar charge in connection with activities authorized by this Franchise, including as a condition of submitting or processing a permit application through an electronic permitting system, City shall promptly refund such fee or charge to Company upon Company's request and submission of reasonable documentation of the payment. Nothing in this Article limits City's authority to enforce procedural or administrative requirements governing use of the Public Ways, including permitting, inspection, traffic control,

and restoration standards, which Company shall comply with. Notwithstanding, Company shall be responsible for City's reasonable, actual, and verifiable costs directly caused by Company's activities in the Public Ways, including the cost of repairing or restoring City's Public Ways damaged by Company. Such costs are not Franchise Fees, and City may recover them separately.

E. Proration. If a Sales Customer or Transportation Customer does not pay a monthly bill from Company in full, Company shall prorate the Franchise Fee remitted to City on such bill. The amount the Sales Customer or Transportation Customer actually pays shall be applied proportionally to all charges on the bill, and Company shall remit to City the same proportion of the Franchise Fee as the amount paid bears to the total bill. If Company later collects any remaining amounts due on such bill, Company shall remit to City its proportional share of the Franchise Fee on those additional amounts.

F. Audits and Corrections. Upon City's written request, Company shall provide a statement showing how the Franchise Fee was calculated. Under K.S.A. 12-2001, as amended, City may examine, at all reasonable times, all books, receipts, files, records, and documents of Company necessary to verify such statement and to correct it if it is found to be wrong. If the statement showing how the Franchise Fee was calculated is incorrect, Company shall pay any additional amount owed, or City shall refund any overpayment, based on the corrected statement. City's acceptance of any Franchise Fee is not an agreement that the amount paid is correct, and is not a release of any claim of City.

V. USE OF CITY'S PUBLIC WAYS

A. Authorized Uses. Company may lay, construct, extend, maintain, alter, inspect, repair, replace, protect, relocate, change the size of, operate, or remove natural gas transmission and distribution Facilities along, across, over, upon, and under City's Public Ways, for the purpose of transmitting, transporting, distributing, supplying, or selling natural gas to City and its inhabitants, through City and beyond its limits, and to do all things necessary or proper to carry on that business.

B. Company's Use Subordinate to City's Use. Except as provided in this Franchise, or as regulated by state or federal law, Company's use of City's Public Ways shall be subordinate to City's use or occupation of its Public Ways for any public purpose. City may exercise its home rule powers in managing and regulating its Public Ways, provided that any such exercise is competitively neutral and is not unreasonable or discriminatory. Company shall construct and maintain its Facilities so they do not unreasonably obstruct or hinder ordinary travel, public safety, or the lawful use of City's Public Ways by other utilities.

C. Applicable City Code. Except as provided in this Franchise, or as regulated by state or federal law, Company's use of City's Public Ways is subject to all City ordinances, policies, regulations, and rules now in effect or later adopted. Nothing in this Franchise, however, waives Company's right to oppose, challenge, or seek judicial review of any such ordinance, policy, regulation, or rule.

D. Interference. Company shall locate its Facilities within City's Public Ways so they do not obstruct or interfere with City's water pipes, drains, sewers, other structures, or Public Improvements already installed within the Public Ways.

E. Permits. Except in an emergency, Company shall obtain any necessary permit before it constructs, reconstructs, repairs, maintains, or relocates its Facilities within City's Public Ways. Company shall use any standard permit form City prescribes and shall comply with all City ordinances, policies, regulations, and rules now in effect or later adopted that govern the information required in a permit application and the procedures for obtaining permits; provided, however, that no permit shall be conditioned on payment of an additional fee. Any permit fee or other charge paid in connection with a permit application submitted by Company, or by a contractor, subcontractor, or agent acting on Company's behalf, shall be subject to refund as provided in Section IV(D).

F. City's Use of Public Ways. City reserves the right to lay, or permit to be laid, cables, electric conduits, water, sewer, gas, or other pipelines, and to perform or permit any underground work it deems necessary and proper, along, across, over, or under any Public Way. In permitting such work, City shall not be liable to Company for any damage to Company's Facilities unless, and only to the extent to, such damage is caused by the negligence or willful misconduct of City or its officers, employees, agents, contractors, or subcontractors.

G. Facility Relocation; Generally. Whenever, because of establishing or changing the grade of any street, or the location or manner of construction of any Public Way, City determines it is necessary to alter, change, adapt, or conform any portion of Company's Facilities located in the Public Way, City shall give Company reasonable notice. Company shall relocate its affected Facilities within a reasonable time, not less than one hundred eighty (180) days after receiving final plans and notice to relocate without claim for reimbursement or compensation for damages against City. Notwithstanding the foregoing, City may request that Company complete a relocation in less than one hundred eighty (180) days after receipt of final plans and notice to relocate. Company shall use commercially reasonable efforts to complete the relocation within the time requested by City; provided however failure to complete the relocation within the requested time shall not constitute a breach of this Franchise, negligence, or other wrongful conduct by Company, shall not be grounds for revoking this Franchise, and Company shall not be liable to City or any third party for any costs, claims, expenses, penalties, damages, delay damages, or other liabilities arising from or related to Company's inability to satisfy the requested relocation schedule. This provision does not require Company to alter, change, adapt, or conform any portion of its Facilities without reimbursement or compensation where Company acquired the right to locate them, whether by private right-of-way grant, utility easement, or otherwise, before the location was designated a Public Way.

H. Facility Relocation; Private or Economic Development. If City requires Company to adapt, conform, alter, relocate, or change its Facilities or property to enable any Person, other than City, to use the Public Way that Person shall reimburse Company for any and all loss, cost, or expense caused by the change. As used in this paragraph, "Person" does not include the regular departments of City, or any trust or authority formed by or for the benefit of City for public utility purposes. "Person" does include any other agency or authority of City, whether acting in a governmental or non-governmental capacity, including, without limitation, any urban renewal

authority or any other agency or authority that, as part of its program, clears whole tracts of land within the municipal corporate limits or relocates citizens for purposes of urban development or similar aims.

I. Facility Location; Coordination. Company shall participate in the Kansas One-Call utility location program and shall mark its Facilities within City's Public Ways in accordance with the Kansas Underground Utility Damage Prevention Act, K.S.A. 66-1801 *et seq*., as amended. Company shall cooperate promptly when City requests information about the location of Company's Facilities within City's Public Ways. Company shall designate and maintain an agent who is familiar with its Facilities and responsible for providing the timely information City needs to design, place, and relocate Company's Facilities within City's Public Ways.

J. Facility Relocation; Repeat. Company shall pay for the first relocation of its Facilities required under Section V(G). If City requires Company to relocate the same Facilities again within five (5) years after that relocation is completed, City shall reimburse Company for the full cost of the later relocation.

VI. NOTICE OF WORK AND DUTY TO REPAIR

A. Notice of Work; Required Information. Except in an emergency, before Company begins any construction, maintenance, or extension of its Facilities within City's Public Ways that requires excavation, Company shall provide information about the work to be performed. City may require this information on its standard permit form. In an emergency, Company may begin work without first providing the information, but shall submit it within five (5) business days after beginning the work.

B. Restoration Obligation. Before beginning any construction, maintenance, or extension work on its Facilities within City's Public Ways, Company shall inspect existing conditions within and adjacent to the work area and report any existing damage or concerns to City. If Company damages, displaces, or removes any earth, materials, sidewalks, pavement, crossings, utilities, Public Improvements, or other improvements within City's Public Ways, Company shall fully repair or replace them so they are in the same or better condition than before the work began. All repair and replacement work shall comply with City's municipal standards then in existence, shall be completed in a manner satisfactory to City's authorized representative, shall be performed after Company completes the work permitted under this Franchise, and shall be performed without cost to, or reimbursement from, City.

C. Costs Chargeable to Company. Company is subject to the following fees and costs in connection with its use and occupancy of any Public Way:

1. If Company has not timely completed a repair or replacement required by this Article, City may charge Company its standard permit fee, or another comparable fee set by City ordinance, for each area impacted, to recover the costs of the construction and repair activity;

2. Repair and restoration costs to repair or restore City's Public Ways because of damage caused by Company that Company does not timely repair or restore; and

3. Inspection fees to recover all reasonable, actual, and verifiable costs of City's inspection of Company's work in City's Public Ways, when the Facilities are of such scope and magnitude that City must incur those inspection costs through an outside party.

VII. INDEMNIFICATION

A. Responsibility. It shall be the responsibility of Company to take reasonable and proper precautions to protect and defend its Facilities in the Public Ways from harm or damage. If Company fails to accurately or timely locate Facilities when requested, in accordance with the Kansas Underground Utility Damage Prevention Act, K.S.A. 66-1801 *et seq.*, as amended, it has no claim for costs or damages against the City and its authorized contractors unless such parties are responsible for the harm or damage by its negligence or intentional conduct. The City, its officers, employees and its authorized contractors, or subcontractors shall be responsible for taking reasonable precautionary measures, including but not limited to, calling for utility locations and observing marker posts when working near Company's Facilities.

B. Indemnification. Company shall indemnify and hold City and its officers and employees harmless against any and all claims, lawsuits, judgments, costs, liens, losses, expenses, fees (including reasonable attorney fees and costs of defense), proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including personal or bodily injury (including death), property damage or other harm for which recovery of damages is sought, to the extent that it is found by a court of competent jurisdiction to be caused by the negligence of Company, any agent, officer, director, representative, employee, affiliate or subcontractor of Company, or its respective officers, agents, employees, directors or representatives, while installing, repairing or maintaining Facilities in the Public Ways.

C. Exclusion. The indemnity provided by this section does not apply to any liability resulting from the negligence of the City, its officers, employees, contractors or subcontractors. If Company and the City are found jointly liable by a court of competent jurisdiction, liability shall be apportioned comparatively in accordance with the laws of the State of Kansas without, however, waiving any governmental immunity available to the City under state law and without waiving any defenses of the parties under state or federal law. This section is solely for the benefit of the City and Company and does not create or grant any rights, contractual or otherwise, to any other Person.

D. Notice of Claims. Company or City shall promptly advise the other in writing of any known claim or demand against Company or the City related to or arising out of Company's activities in the Public Ways.

VIII. RULES AND REGULATIONS FOR COMPANY'S SERVICES

Company may make and enforce reasonable rules and regulations it considers necessary for extending its Facilities, selling or furnishing natural gas, and prudently conducting its business, provided that those rules and regulations do not conflict with the laws of the State of Kansas or with the orders, rules, or regulations of the Kansas Corporation Commission or other regulatory authority having jurisdiction over Company.

IX. INSURANCE REQUIREMENTS

A. Term; Coverage Required. During the term of this Franchise, the Company shall maintain insurance coverage at its sole expense with financially reputable insurers authorized to do business within the State of Kansas. The Company shall provide the following insurance:

1. Workers' compensation as provided for under any worker's compensation or similar law in the jurisdiction where any work is performed with an employers' liability limit equal to the amount required by law.

2. Commercial general liability, including coverage for contractual liability and products completed operations liability on an occurrence basis or a claims made basis, with a limit of Two Million Dollars combined single limit per occurrence for bodily injury, personal injury, and property damage liability. The City shall be included as an additional insured with respect to liability arising from the Company's operations under this Franchise.

3. Auto Liability Insurance with limits of insurance of $1,000,000 Combined Single Limit for bodily injury and property damage covering ownership or use of all owned, hired and non-owned autos used in connection with the operations and activities authorized pursuant to this Franchise.

B. Self-Insurance Authorized. As an alternative to the above insurance requirements, if self-insurance is allowed by state law for one or more of the required coverages, Company may present certificate or permit of self-insurance issue by state to satisfy the insurance requirement(s) of this Article.

X. REVOCATION

A. Grounds for Revocation. City may revoke this Franchise if Company (a) fails to comply with its provisions or (b) performs or permits any act prohibited by or in violation of this Franchise.

B. Opportunity to Cure. Before City may revoke this Franchise, City shall give Company written notice describing the alleged failure or violation. Company shall have sixty (60) days from the date of the notice to cure the identified issue. If Company has not cured the failure or violation within that sixty (60) day period, City may proceed with revocation.

C. Extended Cure Period. If the default cannot reasonably be cured within sixty (60) days, Company shall be entitled to an automatic extension for a reasonable additional period, provided that within the sixty (60) day period Company (a) has taken reasonable steps to begin curing the default and (b) is diligently pursuing completion of the cure.

D. Governing Body Action. Revocation must be approved by an affirmative vote of the governing body present and voting at a public meeting, with the grounds for revocation stated in the action. Before the governing body acts, Company (a) shall receive reasonable notice of the date, time, and location of the meeting and (b) shall have the right to address the governing body.

E. Reservation of Remedies. Nothing in this Article limits either party's right to pursue any other remedy available at law.

F. Appeal Period. If the governing body votes to revoke this Franchise, Company shall have thirty (30) days to appeal the decision to (a) the District Court of the county where City is located or (b) the District Court of Johnson County, Kansas.

G. Effectiveness of Revocation. Revocation becomes effective at the end of the thirty (30) day appeal period, unless Company timely files an appeal.

H. Status Pending Appeal. If Company timely appeals, revocation is stayed pending the court's final judgment.

I. Force Majeure; Legal Proceedings Exception. Revocation shall not be based on failures or violations caused by events beyond Company's control or by bona fide legal proceedings.

XI. RESERVATION OF RIGHTS

A. City Retention of Legal Powers. By agreeing to enter into this Franchise with Company, City does not waive any of its legal, regulatory, or governmental rights or powers under: (a) the laws of the State of Kansas, as amended; (b) applicable federal laws or regulations, as amended; (c) City's home rule authority under the Constitution of the State of Kansas; or (d) any existing or future ordinances of City.

B. Reservation of Rights by Both Parties. By agreeing to this Franchise, City does not waive or prejudice any of its current or future legal rights, positions, claims, arguments, or remedies. By agreeing to this Franchise, Company likewise does not waive or prejudice any of its current or future legal rights, positions, claims, arguments, or remedies. City and Company each expressly reserve all rights and remedies available at law or in equity, including the right to challenge, defend, support, oppose, or take any position regarding the legality or appropriateness of any current or future laws, non-franchise ordinances, regulations, orders, rulings, or other governmental actions.

XII. ACCEPTANCE

A. Acceptance; Effective Date; Contract Formation. City's passage and approval of this Franchise is City's exercise of its proprietary or administrative authority to offer the Franchise on the terms stated herein. Company accepts that offer by submitting a written acceptance with the City Clerk.

B. Time to Accept. Company shall submit its written acceptance within sixty (60) days after City's final passage and approval of this Franchise, unless the failure to do so results from excusable neglect by either City or Company. A late acceptance due to excusable neglect does not automatically void this Franchise, and by submitting its written acceptance, Company accepts the provisions, terms, and conditions of this Franchise.

C. When Effective. This Franchise becomes effective after passage and approval by City, acceptance by Company, and publication in the official City newspaper. Once Company submits its written acceptance, this Franchise and Company's acceptance together constitute a contract between City and Company, effective as of the date Company submits its acceptance with City.

D. Entire Agreement; Binding Effect; Amendments. Once accepted by Company, this Franchise is the entire agreement between City and Company regarding this Franchise. It supersedes all prior oral or written understandings, agreements, representations, or negotiations regarding the same subject matter.

E. Binding Agreement. This Franchise is binding on City and Company and on their respective successors and assigns. It may not be amended, and no additional obligations may be imposed, unless both parties consent in writing.

XIII. REOPENER

A. Review of Franchise Fee. Either City or Company may request a review of the Franchise Fee after the first five (5) years of this Franchise, and once every five (5) years after that. The requesting party shall give the other party written notice at least one hundred twenty (120) days before the end of the applicable five-year period. The notice shall specifically identify the requested changes to the Franchise Fee. After receiving a timely request, City and Company shall negotiate in good faith on a mutually acceptable amendment to the Franchise Fee.

B. Change in Law. At Company's written request, this Franchise shall be reopened and renegotiated at any time if a change in federal, state, or local law, regulation, or order materially affects Company's rights or obligations. This includes, without limitation, changes affecting the scope of the Franchise granted to Company or the compensation payable to City.

C. Comparable Fee. The Franchise Fee shall not exceed the percentage rate later approved for any fee paid to City by another public utility for use of the Public Ways, if that fee is based in any way on revenues or gross receipts from the sale, transportation, or distribution of natural gas or electric energy to customers within City. This comparison does not include fees paid by a municipally owned electric utility. If, after the Effective Date, another public utility selling, transporting, or distributing natural gas or electric energy in City is required to pay a lower percentage-based fee than the Franchise Fee, then, upon notice from Company, this Franchise shall automatically reopen to negotiate a lower Franchise Fee percentage rate.

XIV. ANNEXATIONS

City shall promptly notify Company in writing, and provide a map, of areas newly annexed into or deannexed from the corporate limits of City, and Company shall update its records for purposes of paying Franchise Fees as soon as reasonably practicable after receiving such notice. Notwithstanding anything to the contrary in this Franchise, Franchise Fees shall not take effect within any annexed area until the beginning of the monthly billing cycle that begins no more than sixty (60) days after City provides Company with a certified copy of the annexation ordinance, proof of publication as required by law, and a map of City detailing the annexed area.

XV. AUTHORITY TO CONTRACT FOR FRANCHISE

This Franchise is granted under K.S.A. 12-2001, and amendments thereto. Any ordinances or parts of ordinances in conflict with the terms of this Franchise Ordinance are repealed, or treated as having no effect, as of the first monthly billing cycle following the Effective Date of this Franchise.

XVI. TRANSFER AND ASSIGNMENT

Company shall not assign, sell, lease, or otherwise transfer, in any manner, to any third party not affiliated with Company the rights and privileges granted under this Franchise, except as provided below. Any assignment, sale, lease, or other transfer by Company of the Franchise to any third party not affiliated with Company is ineffective and void unless:

1. The proposed assignment, sale, lease, or transfer is in writing;

2. The prospective assignee, buyer, lessee, or other transferee agrees in writing to accept and become responsible for full performance of all conditions, covenants, obligations, and liabilities in this Franchise; and

3. Such writing is submitted to the City Clerk.

XVII. NOTICES

Company shall at all times maintain with City a local point of contact who is available at all times to act on behalf of Company in an emergency. Company shall provide City with that local contact's name, address, telephone number, fax number, and email address. Either party may give the other emergency notice by telephone to the designee listed below. All other notices between the parties shall be in writing and shall be made by personal delivery, by deposit in the U.S. Mail, by Certified Mail (return receipt requested), or by the email addresses provided below. Any notice served by U.S. Mail or Certified Mail (return receipt requested) is deemed delivered upon actual receipt, unless otherwise provided. Except for emergencies, notices to the parties shall be sent to the following:

City:	**Company:**
The City of Valley Center Attn: City Clerk PO Box 188 Valley Center, Kansas 67147 Phone: 316-755-7310 Fax: Email:	Kansas Gas Service, a Div. of ONE Gas, Inc. Attn: Legal Department 7421 W. 129th Street Overland Park, KS 66213-2713 Phone: (913) 319-8619 Fax: N/A Email: kgsfranchises@onegas.com
Emergency Contact Information:	
Emergency Designee:	Natural Gas Emergency No.: 888-492-4950
Emergency Contact No.:	Local Contact Name:
Emergency Email:	Local Contact Email:

(or to replacement addresses later designated in writing).

XVIII. AGREEMENT TO RENEGOTIATE

If the Kansas Corporation Commission takes any action regarding this Franchise, or any amendment to it, that prevents Company from recovering from its customers any costs or fees provided for in this Franchise, the parties shall renegotiate this Franchise to comply with or conform to the Commission's ruling.

PASSED, ADOPTED, AND APPROVED this _____ day of _____, 20____.

CITY OF VALLEY CENTER, KANSAS

[seal]

_____
_____, Mayor

ATTEST:

_____
_____, City Clerk

Volumetric Rate Calculation Form
For the Transportation of Natural Gas in Pipelines Located in the City
Based on the NYMEX settlement prices for the dates shown, published the following business day

Source: NYMEX Henry Hub Gas futures contract closings

	1	2	3	4	5	6	7	8	9	10	11	12
Year	2025	2025	2025	2025	2025	2025	2026	2026	2026	2026	2026	2026
Month-Day	**Jul-15**	**Aug-15**	**Sep-15**	**Oct-15**	**Nov-17**	**Dec-15**	**Jan-15**	**Feb-17**	**Mar-16**	**Apr-15**	**May-15**	**Jun-15**
Aug - 2025	3.523											
Sep - 2025	3.558	2.916										
Oct - 2025	3.678	3.019	3.043									
Nov - 2025	4.078	3.369	3.300	3.016								
Dec - 2025	4.685	3.919	3.877	3.670	4.361							
Jan - 2026	4.988	4.243	4.181	3.989	4.593	4.012						
Feb - 2026	4.674	3.997	3.974	3.814	4.301	3.747	3.128					
Mar - 2026	4.198	3.596	3.617	3.517	3.854	3.334	2.669	3.031				
Apr - 2026	3.927	3.441	3.485	3.437	3.734	3.307	2.700	2.938	3.023			
May - 2026	3.928	3.468	3.517	3.480	3.760	3.365	2.771	2.960	3.011	2.610		
Jun - 2026	4.065	3.626	3.682	3.660	3.903	3.548	2.998	3.125	3.138	2.767	2.960	
Jul - 2026	4.242	3.811	3.866	3.861	4.076	3.752	3.295	3.391	3.412	3.059	3.124	3.147
Aug - 2026		3.866	3.915	3.917	4.126	3.806	3.364	3.467	3.491	3.140	3.166	3.169
Sep - 2026			3.874	3.883	4.093	3.773	3.344	3.455	3.474	3.124	3.129	3.132
Oct - 2026				3.928	4.139	3.817	3.401	3.516	3.533	3.190	3.181	3.169
Nov - 2026					4.337	4.037	3.644	3.784	3.828	3.448	3.460	3.348
Dec - 2026						4.471	4.119	4.393	4.665	4.150	4.125	3.960
Jan - 2027							4.378	4.751	5.075	4.579	4.550	4.366
Feb - 2027								4.233	4.533	4.098	4.084	3.939
Mar - 2027									3.583	3.207	3.145	3.154
Apr - 2027										2.943	2.898	2.960
May - 2027											2.883	2.934
Jun - 2027												3.071
Avg Settlement Price	4.129	3.606	3.694	3.681	4.106	3.747	3.318	3.587	3.731	3.360	3.392	3.362

July 2025 through June 2026 settlement price average		3.643
X Bundled Franchise Fee Rate		5.0%
=Volumetric Rate/MCF for	Jun - 2026	0.1821

Note: If the 15th of the month falls on a weekend or holiday, then use the settlement price on next business day.

NEW BUSINESS
RECOMMENDED ACTION

C. KANSAS GAS FRANCHISE AGREEMENT:

Should Council choose to proceed,

RECOMMENDED ACTION:

Staff recommend to approve Kansas Gas Franchise agreement and authorize the mayor to sign.

NEW BUSINESS

D. HARVEST PLACE ADDITION REPLAT:

Community Development Director Fiedler will present the Harvest Place addition replat.

- **City Council Memo**
- **Harvest Place Plat**

November 3rd, 2025
To: Mayor Truman & Council Members
From: Kyle Fiedler, Community Development Director

Subject: Harvest Place Addition Replat

BACKGROUND

After construction began on Harvest Place, a change was added to extend Sunflower Drive north to connect with 93rd St. This change required a replat to be filed, and Council to accept the public dedications for the additional road right-of-way and additional easements for public utilities.

Planning and Zoning considered approval for this plat at their October 27th, 2026 meeting. Planning and Zoning voted unanimously to conditionally approve the plat, pending some final comments needing to be addressed.

The comments that need to be addressed include:

1. Correcting a note that references Change Ave. as Chance Ave.
2. Removing easement lines and language so that Southern Star is not accepting party to the plat.
3. Removing blanket easements in reserves.
4. Remove City of Wichita and Sedgwick County as parties to the plat, revise easement wording to allow vehicular access for flood control and maintenance.

RECOMMENDATION

Staff recommend Council conditionally accepting the public dedications pending the comments being addressed.

Sincerely, Kyle Fiedler, Community Development Director



FINAL PLAT
HARVEST PLACE REPLAT NO. 1

A REPLAT OF HARVEST PLACE,
AN ADDITION TO THE CITY OF VALLEY CENTER,
SEDGWICK COUNTY, KANSAS
NW 1/4, SEC. 30-T25S-R1E

NOTES:

1. PARTS OF BLOCK "D", "E" AND "F" ARE LOCATED WITHIN A DESIGNATED "SPECIAL FLOOD HAZARD AREA", ZONE AE (SUBJECT TO 1% ANNUAL CHANCE OF FLOODING WITH BASE FLOOD ELEVATIONS DETERMINED), PER FEMA MAP NUMBER 20173C0201G, LAST REVISED DECEMBER 22, 2016.

2. BLOCKS "A", "C", "D" AND E" ARE ZONED R-2. BLOCKS "F" AND "G" ARE ZONED C-2. ALL OF BLOCK "B" IS ZONED R-2 WITH THE EXCEPTION OF LOT 46 WHICH IS ZONED C-2.

3. BUILDING SETBACKS:
   - 3.1. ZONE R-2:
     - 3.1.1. FRONT YARD SETBACK= 25'
     - 3.1.2. FRONT YARD SETBACK - SECONDARY (FOR CORNER LOTS) = 20'
     - 3.1.3. SIDE YARD SETBACK = 6'
     - 3.1.4. REAR YARD SETBACK = 20'
   - 3.2. ZONE C-2:
     - 3.2.1. FRONT YARD SETBACK= 35'
     - 3.2.2. SIDE YARD SETBACK = 5'
     - 3.2.3. REAR YARD SETBACK = 10'
   - 3.3. BUILDING SETBACK FROM GAS LINE = 50'

4. RESERVED LOTS ARE TO BE USED FOR RECREATION AND LANDSCAPE PURPOSES AND DEDICATED AS UTILITY, DRAINAGE AND ACCESS EASEMENTS. RESERVE LOTS SHALL HAVE NO ACCESS OPENINGS ON TO PUBLIC STREETS OTHER THAN FOR PEDESTRIAN OR MAINTENANCE ACCESS. SEE OWNER DEDICATION STATEMENT FOR DETAILS.

5. PIPELINE BLANKET EASEMENTS FOR EXISTING AND ABANDONED PIPELINES RECORDED IN BOOK G / PAGE 140, BOOK 100 / PAGE 590, BOOK 126 / PAGE 466 AND BOOK 270 / PAGE 199 WILL BE RELEASED BY SEPERATE INSTRUMENT AND CONFINED TO THE 66' WIDE GAS LINE EASEMENT ~~AS SHOWN ON THIS PLAT.~~ by separate instrument
   - Public Plat cannot confine private easement. The note can be added but remove 66' wide easement unless it has been recorded

6. BASIS OF BEARINGS: KANSAS REGIONAL COORDINATE SYSTEM (KRCS) - ZONE 17 - WICHITA.

7. ELEVATIONS SHOWN ON THIS PLAT ARE BASED ON NAVD 88.
   PROJECT BENCHMARK:
   BM 102 ELEVATION = 1356.87'
   DISK IN TOP EAST END OF NORTH CONCRETE CURB RAIL ON 93RD STREET BRIDGE STAMPED "CITY OF WICHITA BENCHMARK" NEAR NORTHEAST CORNER OF PLATTED PROPERTY.

8. PER AGREEMENT WITH THE CLIENT, THE LOTS WILL BE PINNED AFTER THE COMPLETION OF PUBLIC IMPROVEMENTS.

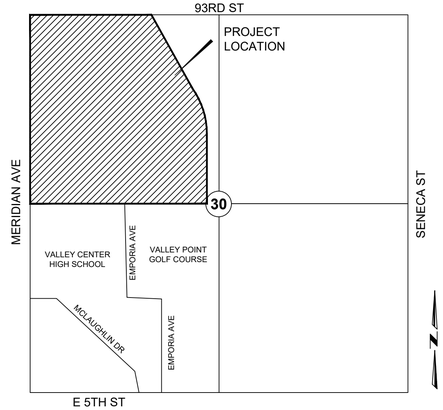
9. MINIMUM FINISHED FLOOR ELEVATION FOR THIS SITE IS 1353.0' (NAVD 88)

10. THIS SURVEY WAS COMPLETED IN THE FIELD ON MAY 19, 2026.

11. THE ORIGIN OF FOUND MONUMENT IS UNKNOWN, UNLESS OTHERWISE NOTED.

It is not recommended to dedicate blanket easements. Potential Encroachments and future utility relocation become a concern.

LOCATION MAP:



SEC. 30-T25S-R1E
CITY OF VALLEY CENTER
SEDGWICK COUNTY, KANSAS
NOT TO SCALE

LEGEND:

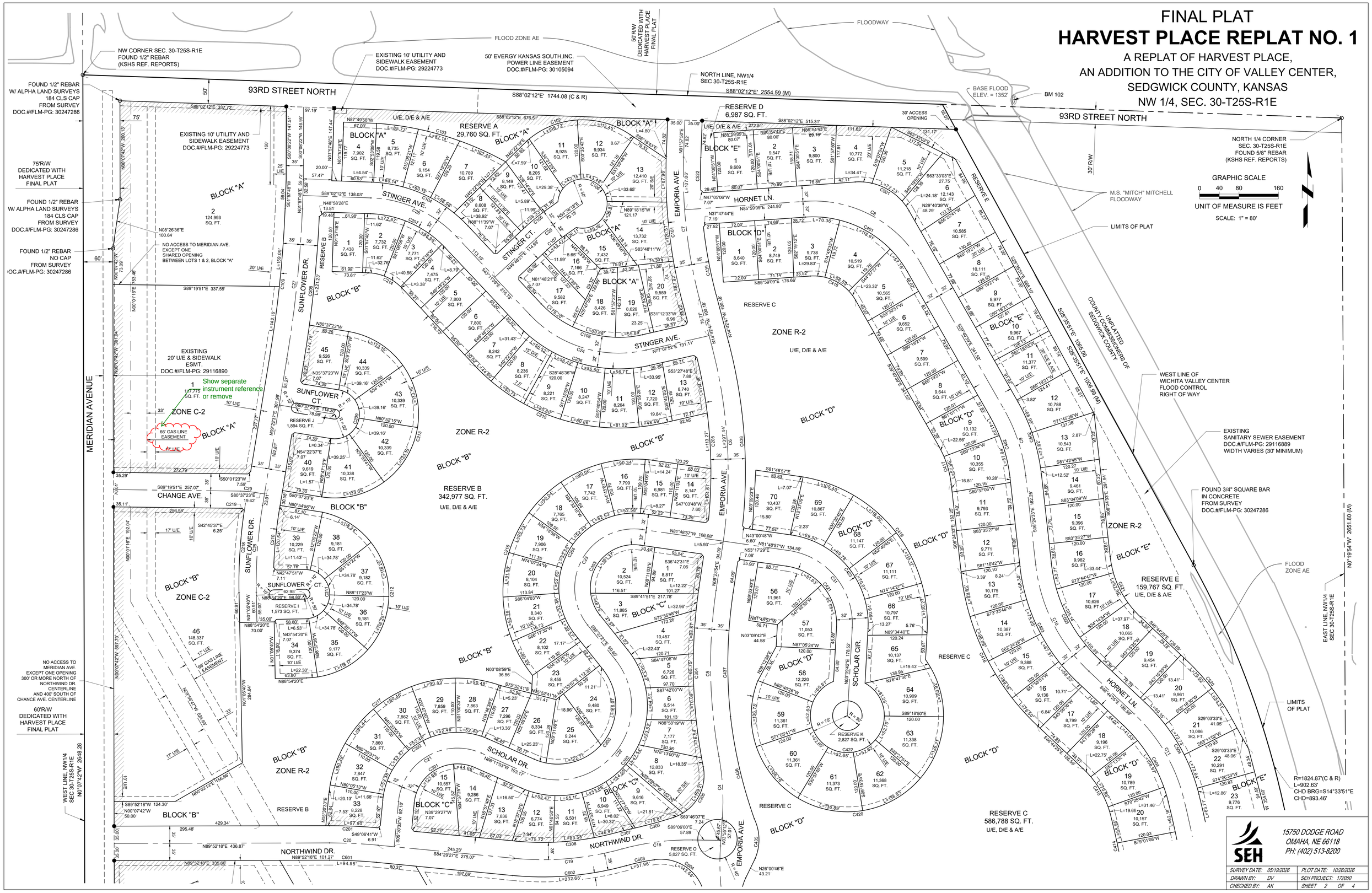
○	MONUMENT FOUND AS NOTED
●	FOUND 5/8" REBAR WITH CAP "SOMMERS PS 1542"
■	SET 5/8"x24" REBAR WITH CAP "SOMMERS PS 1542"
▨	ACCESS CONTROL (NO ACCESS)
(M)	MEASURED DIMENSION
(R)	RECORD DIMENSION
R/W	RIGHT-OF-WAY
U/E	UTILITY EASEMENT
D/E	DRAINAGE EASEMENT
A/E	ACCESS EASEMENT
S/E	SANITARY SEWER EASEMENT

SEH
15750 DODGE ROAD
OMAHA, NE 66118
PH: (402) 513-8200

SURVEY DATE: 05/19/2026	PLOT DATE: 10/26/2026
DRAWN BY: DV	SEH PROJECT: 172050
CHECKED BY: AK	SHEET 1 OF 4

FINAL PLAT
HARVEST PLACE REPLAT NO. 1

A REPLAT OF HARVEST PLACE,
AN ADDITION TO THE CITY OF VALLEY CENTER,
SEDGWICK COUNTY, KANSAS
NW 1/4, SEC. 30-T25S-R1E



SEH
15750 DODGE ROAD
OMAHA, NE 66118
PH: (402) 513-8200

SURVEY DATE:	05/19/2026	PLOT DATE:	10/26/2026
DRAWN BY:	DV	SEH PROJECT:	172050
CHECKED BY:	AK	SHEET	2 OF 4

FINAL PLAT
HARVEST PLACE REPLAT NO. 1

A REPLAT OF HARVEST PLACE,
AN ADDITION TO THE CITY OF VALLEY CENTER,
SEDGWICK COUNTY, KANSAS
NW 1/4, SEC. 30-T25S-R1E

GRAPHIC SCALE
0 40 80 160
UNIT OF MEASURE IS FEET
SCALE: 1" = 80'

SEH
15750 DODGE ROAD
OMAHA, NE 66118
PH: (402) 513-8200

SURVEY DATE: 05/19/2026	PLOT DATE: 10/26/2026
DRAWN BY: DV	SEH PROJECT: 172050
CHECKED BY: AK	SHEET 3 OF 4

Curve Table				
Curve #	Length	Radius	Chord Direction	Chord Length
C1	211.14	1200.00	N4° 51' 36"E	210.87
C2	564.66	1200.00	N3° 34' 47"W	559.46
C3	183.08	500.00	N6° 34' 12"W	182.06
C4	124.72	500.00	N3° 13' 34"W	124.40
C5	339.08	1035.00	N0° 59' 13"W	337.56
C6	403.37	1000.00	N3° 09' 26"W	400.64
C7	291.07	1000.00	N6° 22' 29"W	290.04
C8	280.72	250.00	S61° 50' 45"E	266.20
C9	142.14	350.00	S18° 02' 36"E	141.16
C10	246.37	350.00	S26° 34' 29"E	241.31
C11	200.27	350.00	S30° 20' 53"E	197.55
C12	275.61	2000.00	S10° 00' 28"E	275.39
C13	115.20	2015.00	S4° 25' 20"E	115.19
C14	352.87	252.00	S37° 19' 52"W	324.74
C15	159.17	304.00	S62° 26' 50"W	157.36
C16	233.18	307.00	S69° 12' 24"W	227.61
C17	179.69	215.00	S72° 15' 23"E	174.50
C18	144.42	505.00	N82° 42' 27"E	143.93
C19	219.85	600.00	N85° 00' 43"E	218.62
C20	98.39	1000.00	S87° 18' 35"E	98.35
C21	226.84	120.00	S59° 39' 45"W	194.54
C22	399.08	150.00	S37° 35' 48"W	291.36
C23	286.53	120.00	S29° 46' 51"W	223.15
C24	258.30	248.00	S73° 01' 53"E	246.78
C25	47.85	350.00	N50° 43' 20"E	47.81
C26	195.66	250.00	S65° 36' 55"E	190.71
C27	305.70	2446.36	N5° 55' 59"E	305.50
C28	176.36	965.00	N4° 08' 28"E	176.12
C29	30.40	200.00	S84° 58' 37"E	30.37
C30	282.93	150.00	S36° 26' 21"W	242.81
C31	222.47	150.00	N39° 19' 37"W	202.63

Curve Table				
Curve #	Length	Radius	Chord Direction	Chord Length
C101	301.25	1035.00	S6° 22' 29"E	300.19
C102	227.75	170.00	N86° 15' 40"E	211.10
C103	275.32	629.14	S73° 23' 07"E	273.13
C104	220.71	282.00	S65° 36' 55"E	215.12
C105	52.22	382.00	N50° 43' 20"E	52.18
C106	244.71	50.00	S35° 21' 42"E	64.00
C107	43.47	318.00	N50° 43' 20"E	43.44
C108	224.97	216.00	N73° 01' 53"W	214.94
C109	301.25	2411.36	N5° 56' 06"E	301.05
C201	97.90	1035.00	S87° 25' 06"E	97.87
C202	287.33	152.00	N59° 39' 45"E	246.42
C203	313.94	118.00	N37° 35' 48"E	229.21
C204	362.93	152.00	N29° 46' 51"E	282.66
C205	332.06	965.00	S4° 03' 21"E	330.42
C206	291.63	280.00	S73° 01' 53"E	278.62
C207	170.62	218.00	S65° 36' 55"E	166.30
C208	296.01	2481.36	S6° 05' 40"W	295.84
C209	157.08	50.00	S9° 22' 37"W	100.00
C210	120.54	930.00	N5° 39' 49"E	120.46
C211	157.08	50.00	S1° 05' 40"E	100.00
C212	495.20	170.00	S5° 27' 21"W	337.78
C213	534.07	170.00	S9° 22' 37"W	340.00
C214	76.70	98.00	N65° 36' 55"W	74.76
C215	416.61	400.00	N73° 01' 53"W	398.03
C216	639.68	269.22	S29° 04' 39"W	499.48
C217	477.46	262.00	N57° 42' 56"E	414.08
C218	166.56	1000.00	N3° 40' 38"E	166.37
C219	4.64	165.00	S88° 31' 34"E	4.64
C301	166.35	88.00	N59° 39' 45"E	142.66
C302	484.22	182.00	N37° 35' 48"E	353.52
C303	210.12	88.00	N29° 46' 51"E	163.64

Curve Table				
Curve #	Length	Radius	Chord Direction	Chord Length
C304	364.78	1070.00	S1° 22' 05"E	363.01
C305	131.02	90.00	S30° 34' 12"W	119.75
C306	87.82	965.00	N74° 52' 53"E	87.79
C307	30.32	600.00	S76° 02' 27"W	30.32
C308	206.25	565.00	S85° 03' 04"W	205.11
C401	247.03	220.00	S61° 50' 45"E	234.26
C402	129.14	318.00	S18° 02' 36"E	128.26
C403	268.89	382.00	S26° 34' 29"E	263.38
C404	181.96	318.00	S30° 20' 53"E	179.49
C405	275.85	1968.00	S9° 56' 25"E	275.62
C406	157.08	50.00	S4° 19' 55"E	100.00
C407	308.06	220.00	S37° 19' 52"W	283.50
C408	175.92	336.00	S62° 26' 50"W	173.92
C409	208.87	275.00	S69° 12' 24"W	203.89
C410	117.73	155.00	N69° 12' 24"E	114.92
C411	238.75	456.00	N62° 26' 50"E	236.03
C412	140.03	100.00	N37° 19' 52"E	128.87
C413	462.82	180.00	N4° 59' 29"W	345.46
C414	138.64	1848.00	N11° 48' 23"W	138.61
C415	113.30	198.00	S30° 20' 53"E	111.76
C416	353.36	502.00	N26° 34' 29"W	346.11
C417	80.41	198.00	S18° 02' 36"E	79.86
C418	110.04	98.00	S61° 50' 45"E	104.35
C419	447.91	302.00	N39° 19' 37"W	407.97
C420	806.80	195.00	N82° 54' 13"E	342.65
C421	175.01	118.00	S39° 19' 37"E	159.41
C422	405.12	75.00	S86° 50' 18"E	64.00
C423	269.93	182.00	N39° 19' 37"W	245.86
C424	876.62	195.00	S72° 24' 13"W	304.00
C425	569.63	302.00	N36° 26' 21"E	488.87
C426	120.37	1255.00	S4° 40' 58"W	120.32

Curve Table				
Curve #	Length	Radius	Chord Direction	Chord Length
C427	343.29	182.00	S36° 26' 21"W	294.61
C428	405.12	75.00	N72° 24' 13"E	64.00
C429	222.57	118.00	N36° 26' 21"E	191.01
C430	166.52	1235.00	N6° 02' 17"E	166.39
C431	144.37	1165.00	N6° 21' 02"E	144.28
C432	341.60	1235.00	N9° 08' 09"W	340.51
C433	43.67	465.00	N14° 22' 09"W	43.66
C434	65.78	100.00	N7° 10' 01"E	64.60
C435	83.04	98.48	N1° 17' 48"W	80.60
C436	213.13	934.18	N13° 04' 43"W	212.67
C437	251.85	1000.00	N1° 11' 01"E	251.18
C438	375.28	1035.00	N4° 19' 32"W	373.23
C439	140.10	965.00	N10° 33' 14"W	139.98
C501	130.82	116.50	S61° 50' 45"E	124.05
C502	155.13	382.00	S18° 02' 36"E	154.07
C503	223.84	318.00	S26° 34' 29"E	219.25
C504	218.58	382.00	S30° 20' 53"E	215.61
C505	280.02	2032.00	N10° 00' 28"W	279.80
C506	117.03	2047.00	S4° 25' 20"E	117.02
C507	81.62	282.50	S5° 29' 34"W	81.34
C508	37.89	103.50	S3° 16' 58"W	37.68
C509	181.11	116.50	N37° 19' 52"E	163.41
C510	37.89	103.50	N71° 22' 47"E	37.68
C511	81.62	282.50	N69° 10' 11"E	81.34
C512	142.41	272.00	S62° 26' 50"W	140.79
C513	152.94	183.00	S72° 15' 23"E	148.53
C514	405.12	75.00	S6° 11' 56"E	64.00
C515	206.43	247.00	N72° 15' 23"W	200.48
C516	257.48	339.00	S69° 12' 24"W	251.34
C517	188.98	451.95	N65° 47' 08"E	187.60
C518	128.82	195.00	N40° 13' 33"E	126.49

Curve Table				
Curve #	Length	Radius	Chord Direction	Chord Length
C519	184.35	231.36	S35° 07' 51"W	179.51
C520	133.55	502.00	S39° 07' 09"E	133.15
C521	139.37	198.00	S26° 34' 29"E	136.51
C522	66.24	965.00	N0° 00' 09"W	66.22
C601	94.95	965.00	S87° 18' 35"E	94.91
C602	232.68	635.00	N85° 00' 43"E	231.38
C603	57.96	470.00	N78° 02' 51"E	57.92
C604	142.66	90.00	S53° 00' 31"E	128.19
C605	88.35	535.00	S12° 19' 43"E	88.25
C606	548.19	1165.00	S3° 34' 47"E	543.15
C607	217.30	1235.00	S4° 51' 36"W	217.02

PROPERTY DESCRIPTION

WE, JEO CONSULTING GROUP, LAND SURVEYORS IN AFORESAID COUNTY AND STATE, DO HEREBY CERTIFY THAT, UNDER THE SUPERVISION OF THE UNDERSIGNED, HAVE SURVEYED AND PLATTED "HARVEST PLACE REPLAT NO. 1", A REPLAT OF HARVEST PLACE, AN ADDITION TO VALLEY CENTER, SEDGWICK COUNTY, KANSAS, AND THAT THE ACCOMPANYING PLAT IS A TRUE AND CORRECT EXHIBIT OF THE PROPERTY SURVEYED, DESCRIBED AS FOLLOWS:

HARVEST PLACE, AN ADDITION TO VALLEY CENTER, LOCATED IN THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 25 SOUTH, RANGE 1 EAST OF THE SIXTH PRINCIPAL MERIDIAN, SEDGWICK COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED BY JOHN R. SOMMERS, P.S. 1542, ON MAY 19, 2026 AS FOLLOWS:
BEGINNING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER, THENCE S88°02'12"E (BEARING BASED ON KANSAS REGIONAL COORDINATE SYSTEM - ZONE 17 - WICHITA) ON THE NORTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 1744.08 FEET TO THE NORTHWEST CORNER OF THE WICHITA VALLEY CENTER FLOOD CONTROL RIGHT OF WAY; THENCE S28°35'51"E ON THE WEST LINE OF SAID FLOOD CONTROL RIGHT OF WAY, A DISTANCE OF 1085.06 FEET; THENCE CONTINUING ON SAID WEST LINE ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 1824.87 FEET, A CHORD BEARING OF S14°33'51"E, A CHORD DISTANCE OF 893.46 FEET AND AN ARC LENGTH OF 902.63' FEET; THENCE CONTINUING ON SAID WEST LINE S0°23'07"E, A DISTANCE OF 876.65 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 30; THENCE N87°57'58"W ON THE SOUTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 2479.05 FEET TO THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE N0°07'42"W ON THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 2648.28 FEET TO THE POINT OF BEGINNING.

CONTAINING 139.026 ACRES, MORE OR LESS, SUBJECT TO ANY RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIONS OF RECORD.

JOHN R. SOMMERS LICENSED PS-1542 KANSAS LAND SURVEYOR

John R. Sommers, P.S. #1542
JEO Consulting Group
534 South Kansas Avenue, Suite 1100
Topeka, KS 66603
785.836.4141

OWNER'S CERTIFICATE AND DEDICATION:

STATE OF KANSAS)
)ss:
COUNTY OF SEDGWICK)

This is to certify that the undersigned owner(s) of the land described in the Surveyor's Certificate have caused the same to be surveyed and subdivided on the accompanying plat into lots, blocks, streets and other public ways under the name of "Harvest Place", an addition to the City of Valley Center, Sedgwick County, Kansas; that all highways, streets, alleys, easements and public grounds as denoted on the plat are hereby dedicated to and for the use of the public for the purpose of constructing, operating, maintaining, and repairing public improvements; and further that the land contained herein is held and shall be conveyed subject to any restrictions, reservations, and covenants now on file or hereafter filed in the Office of the Register of Deeds of Sedgwick County, Kansas.

This is a private easement and can not be established per public plat. Southern Star would need to be a party/signer on plat in order for acceptance. Remove easement grant language

~~An easement is hereby granted to Southern Star Central Gas Pipeline, Inc. to enter upon, construct, repair and maintain the pipeline upon, over, and under those areas outlined on this plat as "Gas Line Easement".~~

Remove blanket easements and confine by plat or separate instrument

Reserves A, B, C, D, E, F and G are dedicated as drainage, utility and access easements and are to by used for recreation and landscape purposes and are reserved for utilities, stormwater drainage, detention and access purposes and shall be owned and maintained by the Homeowners Association.

Reserve E is dedicated to the City of Wichita and Sedgwick County as a drainage and access easement for flood control access and maintenance.

City of Wichita and Sedgwick County are not parties to this plat and are accepting dedications. Revise wording to remove dedication

Reserve H is dedicated as drainage, utility and access easement and is to by used for recreation and landscape purposes and is reserved for utilities, stormwater drainage, detention and access purposes and shall be owned and maintained by the owner of Lot 3, Block "F".

Remove blanket easements and confine by plat or separate instrument

Reserves I, J, K, L, M, N and O are reserved for landscaping, street, and utility purposes and shall be owned and maintained by the Homeowners Association.

_____ _____
Jet Truman, Mayor, City of Valley Center Date

Attest: _____
Amanda Park, City Clerk Date

_____
Louis J. Robelli Date

_____
Carter Wells, Manager Date
BM Harvest Place LLC

_____
Michael Springer Date
A E Investments LLC

_____
Douglas A. McKnight, Owner Date
McKnight Investments LLC

NOTARY CERTIFICATE:

STATE OF KANSAS)
)ss:
COUNTY OF SEDGWICK)

The foregoing instrument was acknowledged before me this ___ day of _____, 2026, by Louis J. Robelli.

_____, Notary Public
My commission expires: _____

STATE OF KANSAS)
)ss:
COUNTY OF SEDGWICK)

The foregoing instrument was acknowledged before me this ___ day of _____, 2026, by Jet Truman, Mayor, City of Valley Center.

_____, Notary Public
My commission expires: _____

STATE OF KANSAS)
)ss:
COUNTY OF SEDGWICK)

The foregoing instrument was acknowledged before me this ___ day of _____, 2026, by _____ _____, _____,BM Harvest Place LLC.

_____,Notary Public
My commission expires: _____

STATE OF KANSAS)
)ss:
COUNTY OF SEDGWICK)

The foregoing instrument was acknowledged before me this ___ day of _____, 2026, by _____ _____, _____ , McKnight Investments LLC.

_____,Notary Public
My commission expires: _____

STATE OF KANSAS)
)ss:
COUNTY OF SEDGWICK)

The foregoing instrument was acknowledged before me this ___ day of _____, 2026, by _____ _____, _____ , A E Investments LLC.

_____,Notary Public
My commission expires: _____

FINAL PLAT
HARVEST PLACE REPLAT NO. 1

A REPLAT OF HARVEST PLACE,
AN ADDITION TO THE CITY OF VALLEY CENTER,
SEDGWICK COUNTY, KANSAS
NW 1/4, SEC. 30-T25S-R1E

GOVERNING BODY CERTIFICATE:

STATE OF KANSAS)
)ss:
COUNTY OF SEDGWICK)

The dedications shown on this plat, if any, are hereby accepted by the governing body of the City of Valley Center, Kansas on _____ day of _____ , 2026.

At the Direction of the City Council

_____
Jet Truman, Mayor

Attest: _____
Amanda Park, City Clerk

PLANNING AND ZONING BOARD CERTIFICATE:

STATE OF KANSAS)
)ss:
COUNTY OF SEDGWICK)

This plat was approved by the Valley Center City Planning and Zoning Board on this _____ day of _____, 2026.

_____
Dalton Wilson, Chairperson

Attest:

_____
Kyle Fiedler, Secretary

CITY ATTORNEY'S CERTIFICATE:

STATE OF KANSAS)
)ss:
COUNTY OF SEDGWICK)

This plat is approved as an addition to the City of Valley Center, Kansas pursuant to the provisions of K.S.A. 12-401.

Date Signed: _____

_____
Barry Arbuckle, City Attorney

TRANSFER RECORD:

Entered on transfer record this _____ day of _____, 2026.

_____
Kelly B. Arnold, County Clerk

REGISTER OF DEEDS CERTIFICATE:

STATE OF KANSAS)
)ss:
COUNTY OF SEDGWICK)

This is to certify that this instrument was filed for record in the Register of Deeds Office at _____ on the _____ day of _____, 20___ and is duly recorded in Book _____ Page _____.

_____
Tonya E. Buckingham, Register of Deeds

_____
Kenly Zehring, Deputy Register of Deeds

COUNTY SURVEYOR'S CERTIFICATE:

Reviewed in accordance with K.S.A. 58-2005 on this _____ day of _____, 2026.

_____
Tricia L. Robello, P.S. #1246 DATE
Deputy County Surveyor
Sedgwick County, Kansas

SEH
15750 DODGE ROAD
OMAHA, NE 66118
PH: (402) 513-8200

SURVEY DATE: 05/19/2026	PLOT DATE: 10/26/2026
DRAWN BY: DV	SEH PROJECT: 172050
CHECKED BY: AK	SHEET 4 OF 4

NEW BUSINESS
RECOMMENDED ACTION

D. HARVEST PLACE ADDITION REPLAT:

Should Council choose to proceed,

RECOMMENDED ACTION:

Staff recommend Council to conditionally approve the acceptance of the dedications pending plat comments being addressed by SEH.

NEW BUSINESS

E. SOUTH SENECA PAY APP #1 IN THE AMOUNT OF $446,023.00:

Public Works Director Eggleston will present the South Seneca pay app# 1 in the amount of $446,023.00.

- **City Council Memo**
- **Pay app# 1**

November 3, 2026
To: Mayor Truman & Members of Council
From: Rodney Eggleston – Public Works Director
Subject: Approval of 2026 Roadway Upgrade Services Pay Application #1.

BACKGROUND

The pay application attached is reflective of the approved bid amount for the project. Pearson Construction has submitted an additional pay application that currently under staff review.

PROPOSAL

City staff is recommending approval of the attached pay application from Pearson Construction in the amount of $446,023.00 and authorize the mayor to sign.

FINANCIAL CONSIDERATION

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

SUMMARY

City staff is recommending approval of the attached pay application from Pearson Construction in the amount of $446,023.00 and authorize the mayor to sign.

Sincerely,
Rodney Eggleston
Public Works Director

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-REVISED

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		$ 446,023.00
2. Net change by Change Orders		$ 0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 446,023.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 446,023.00
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)		$ 446,023.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 0.00
8. CURRENT PAYMENT DUE		$ $446,023.00
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	$0.00	
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: _____
My Commission expires: 2/18/2028

NOTARY PUBLIC - State of Kansas
LINDY SPARR
My Appt 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 . . . . . $ $446,023.00

(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.

AIA DOCUMENT G702 · APPLICATION AND CERTIFICATION FOR PAYMENT · 1992 EDITION · AIA · ©1992 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.

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: 1-Revised

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	Remove Existing Roadway/Excavate for pvmt 5"	11295	SY	$8.00	$90,360.00	0	11295	11295	$90,360.00	$0.00
2	6" Crushed Concrete Base, Reinf.	11295	SY	$8.00	$90,360.00	0	11295	11295	$90,360.00	$0.00
3	5" Asphalt Pavement	10250	SY	$21.00	$215,250.00	0	10250	10250	$215,250.00	$0.00
4	Traffic Control	1	LS	$7,500.00	$7,500.00	0	1	1	$7,500.00	$0.00
5	Mobilization	1	LS	$10,000.00	$10,000.00	0	1	1	$10,000.00	$0.00
6	Seeding/erosion Control (including SWYPP)	1	LS	$27,760.00	$27,760.00	0	1	1	$27,760.00	$0.00
7	Striping	1	LS	$4,793.00	$4,793.00	0	1	1	$4,793.00	$0.00
8					$0.00	0			$0.00	$0.00
9					$0.00	0			$0.00	$0.00
10					$0.00	0			$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				$446,023.00				$446,023.00	$0.00

November 3, 2026 City Council Meeting 70

NEW BUSINESS
RECOMMENDED ACTION

E. SOUTH SENECA PAY APP #1 IN THE AMOUNT OF $446,023.00:

Should Council choose to proceed,

RECOMMENDED ACTION:

Staff recommend to approve South Seneca pay app# 1 in the amount of $446,023.00 and authorize the mayor to sign.

NEW BUSINESS

F. PRAIRE LAKES PH# V CHANGE ORDER #2 IN THE AMOUNT OF $15,900.00:

PEARSON CONSTRUCTION

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

To:	City of Valley Center	**Contact:**	
Address:	116 S. Park	**Phone:**	
	Valley Center, KS 67147	**Email:**	
Project Name:	Valley Center- Prairie Lake Phase V	**Bid Number:**	2508-013
Project Location:	Valley Center, Valley Center, KS	**Bid Date:**	8/29/2025

Change Order #2 Additional Grading for Swale centered Between Northridge Circle and Midway Court.

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
01	Staking	1.00	LS	$900.00	$900.00
02	Site Grading	1.00	LS	$3,500.00	$3,500.00
03	Temp Seeding/ Erosion Control	1.00	LS	$7,500.00	$7,500.00
04	Pothole Utilities	1.00	LS	$4,000.00	$4,000.00

Total Bid Price: $15,900.00

Notes:

- Sales tax excluded
- Staking for swale only is included
- Only areas that are disturbed by grading will have erosion control blanket, all other locations are excluded
- Soils testing excluded
- Only areas that are affected by grading will be temp Seeded, all other areas are exlcuded
- Barricades / traffic control excluded
- The above price is good for 30 days.
- Any items of work not specifically listed in this proposal are excluded.
- Liquidated damages are not part of this proposal
- Per Note 1 of Grading Notes on original plan sheets (Sh. 2), all mass grading and lot grading has been completed under a previous contract.
- Pearson Construction will not be held responsible for standing/ pooling of water due to low spots prior to our grading.
- No Contractor Furnished/ Borrow Material is included in Change Order work.
- All Excess material will be stock piled onsite at location determined by engineer.
- Any Compaction Tests/ Proctors/ Nuclear Density tests are NOT included in this proposal.
- This Change Order is for additional easement grading between Midway Court and Northridge Circle.

Payment Terms:

Payment: Net 30 Days

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

Pearson Construction, LLC

Authorized Signature: _____

Estimator: Michael O'Gorman
316-263-3100
mogorman@pearsonconstructionllc.com

NEW BUSINESS
RECOMMENDED ACTION

F. PRAIRE LAKES PH# V CHANGE ORDER #2 IN THE AMOUNT OF $15,900.00:

Should council choose to proceed,

RECOMMENDED ACTION:

Staff recommend to approve Prairie Lakes Ph# V Change Order #2 in the amount of $15,900.00 and authorize the mayor to sign.

CONSENT AGENDA

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

RECOMMENDED ACTION:

Staff recommends motion to approve the Consent Agenda as presented.

CONSENT AGENDA

A. APPROPRIATION ORDINANCE:

Below is the proposed Appropriation Ordinance for October 29, 2026, as prepared by City Staff.

October 29, 2026, Appropriation

Peoples Bank $ 1,709,403.50

VENDOR SET: 02 City of Valley Center
BANK: APBK PEOPLES CHECKING
DATE RANGE:10/16/2026 THRU 10/29/2026

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0282		KANSAS PAYMENT CENTER							
	I-202610145627	KANSAS PAYMENT CENTER	D	10/16/2026	339.00		002653	O	339.00
0274		KANSAS DEPT OF REVENUE							
	I-T2 202610145625	STATE WITHHOLDING	D	10/16/2026	5,798.69		002654	O	5,798.69
0282		KANSAS PAYMENT CENTER							
	I-CS2202610145625	CASE # SG20DM02501	D	10/16/2026	683.50		002655	O	
	I-CS5202610145625	CASE # 16DM00329	D	10/16/2026	271.00		002655	O	954.50
0287		KPERS							
	I-KPC202610145625	KPERS 3	D	10/16/2026	8,657.27		002656	O	
	I-KPF202610145625	KP & F	D	10/16/2026	17,701.79		002656	O	
	I-KPN202610145625	KPERS TIER 2	D	10/16/2026	1,212.22		002656	O	
	I-KPR202610145625	KPERS TIER 1	D	10/16/2026	2,029.31		002656	O	29,600.59
0644		EMPOWER FINANCIAL							
	I-GWF202610145625	KPERS TANDEM 457 DEF COMP	D	10/16/2026	2,209.32		002657	O	
	I-GWR202610145625	KPERS 457 ROTH DEF COMP	D	10/16/2026	1,270.50		002657	O	3,479.82
0683		IRS- DEPARTMENT OF THE TREASUR							
	I-T1 202610145625	FEDL WITHHOLDING TAX	D	10/16/2026	9,139.07		002658	O	
	I-T3 202610145625	FICA TAX	D	10/16/2026	14,806.50		002658	O	
	I-T4 202610145625	MEDICARE	D	10/16/2026	3,462.80		002658	O	27,408.37
0776		MID AMERICAN CREDIT UNION							
	I-HSA202610145625	HSA CONTRIBUTION	D	10/16/2026	1,465.67		002659	O	1,465.67
1078		FLEXIBLE BENEFIT SERVICE CORPO							
	I-202610275680	FLEXIBLE BENEFIT SERVICE CORPO	D	10/25/2026	215.50		002672	O	215.50
1517		AUXIANT P3							
	I-202610275684	AUXIANT P3	D	10/21/2026	19,317.37		002676	O	19,317.37
1454		PEOPLES BANK & TRUST COMPANY							
	I-202610205628	PEOPLES BANK & TRUST COMPANY	D	10/25/2026	18,028.28		002683	O	18,028.28
1517		AUXIANT P3							
	I-202610285688	AUXIANT P3	D	10/28/2026	11,046.85		002684	O	11,046.85
1555		HOLLINS AND MCVAY, P.A.							
	I-ALG202610145625	SG-2025-LM-022033	R	10/16/2026	314.18		064809	O	314.18

VENDOR SET: 02 City of Valley Center
BANK: APBK PEOPLES CHECKING
DATE RANGE:10/16/2026 THRU 10/29/2026

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1417		ACCESS SYSTEMS LEASING							
	I-202610225651	ACCESS SYSTEMS LEASING	R	10/23/2026	2,010.56		065079	O	2,010.56
0249		APAC - KANSAS INC							
	I-202610215637	APAC - KANSAS INC	R	10/23/2026	2,977.52		065080	O	2,977.52
0150		AT&T MOBILITY							
	I-202610225657	AT&T MOBILITY	R	10/23/2026	279.04		065081	O	
	I-202610225658	AT&T MOBILITY	R	10/23/2026	940.28		065081	O	1,219.32
1370		AT&T MOBILITY-CC							
	I-202610215633	AT&T MOBILITY-CC	R	10/23/2026	231.50		065082	O	231.50
0498		BRYAN'S HEATING & AIR CONDITIO							
	I-202610215649	BRYAN'S HEATING & AIR CONDITIO	R	10/23/2026	144.14		065083	O	144.14
1297		BURNS & MCDONNELL/CAS CONSTRUC							
	I-202610225653	BURNS & MCDONNELL/CAS CONSTRUC	R	10/23/2026	1,103,349.54		065084	O	1,103,349.54
0050		CITY OF NEWTON							
	I-202610215647	CITY OF NEWTON	R	10/23/2026	200.00		065085	O	200.00
1105		CK POWER							
	C-202610225666	CK POWER	R	10/23/2026	1,215.52CR		065086	O	
	I-202610225665	CK POWER	R	10/23/2026	1,751.54		065086	O	536.02
0623		CORE & MAIN							
	I-202610225656	CORE & MAIN	R	10/23/2026	5,039.34		065087	O	5,039.34
1162		CUT RATES LAWN CARE LLC							
	I-202610225661	CUT RATES LAWN CARE LLC	R	10/23/2026	3,005.00		065088	O	
	I-202610225662	CUT RATES LAWN CARE LLC	R	10/23/2026	5,545.00		065088	O	8,550.00
1412		DREAM AUTO CLINIC							
	I-202610215646	DREAM AUTO CLINIC	R	10/23/2026	970.20		065089	O	970.20
0988		FELD FIRE							
	I-202610215648	FELD FIRE	R	10/23/2026	1,479.00		065090	O	1,479.00
0807		GADES SALES CO, INC.							
	I-202610215640	GADES SALES CO, INC.	R	10/23/2026	217.60		065091	O	217.60
0824		GALLS, LLC							
	I-202610215632	GALLS, LLC	R	10/23/2026	800.24		065092	O	800.24

VENDOR SET: 02 City of Valley Center
BANK: APBK PEOPLES CHECKING
DATE RANGE:10/16/2026 THRU 10/29/2026

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0882		ITRON, INC.							
	I-202610215638	ITRON, INC.	R	10/23/2026	5,692.22		065093	O	5,692.22
1089		LOGIC INC.							
	I-202610215639	LOGIC INC.	R	10/23/2026	740.00		065094	O	740.00
0091		MIES CONSTUCTION INC							
	I-202610225652	MIES CONSTUCTION INC	R	10/23/2026	193,583.40		065095	O	193,583.40
0025		MIKE JOHNSON SALES, INC.							
	I-202610215634	MIKE JOHNSON SALES, INC.	R	10/23/2026	189.98		065096	O	189.98
1416		MOUNTAINLAND SUPPLY COMPANY							
	C-202608065343	MOUNTAINLAND SUPPLY COMPANY	R	10/23/2026	4.92CR		065097	O	
	C-202608065345	MOUNTAINLAND SUPPLY COMPANY	R	10/23/2026	485.62CR		065097	O	
	C-202608065347	MOUNTAINLAND SUPPLY COMPANY	R	10/23/2026	108.76CR		065097	O	
	I-202607295302	MOUNTAINLAND SUPPLY COMPANY	R	10/23/2026	262.09		065097	O	
	I-202610215631	MOUNTAINLAND SUPPLY COMPANY	R	10/23/2026	401.80		065097	O	64.59
0567		RAVENSCRAFT IMPLEMENT, INC.							
	I-202610215643	RAVENSCRAFT IMPLEMENT, INC.	R	10/23/2026	254.27		065098	O	254.27
1407		RED CARPET TROPHY							
	I-202610215644	RED CARPET TROPHY	R	10/23/2026	30.24		065099	O	30.24
1075		RED EQUIPMENT LLC.							
	I-202610215642	RED EQUIPMENT LLC.	R	10/23/2026	2,752.00		065100	O	2,752.00
1236		SHORT ELLIOT HENDRICKSON, INC.							
	I-202610225654	SHORT ELLIOT HENDRICKSON, INC.	R	10/23/2026	142,137.50		065101	O	
	I-202610225655	SHORT ELLIOT HENDRICKSON, INC.	R	10/23/2026	67,581.48		065101	O	209,718.98
1389		SITEONE LANDSCAPE SUPPLY							
	I-202610225659	SITEONE LANDSCAPE SUPPLY	R	10/23/2026	181.34		065102	O	181.34
1240		UTILITY MAINTENANCE CONTRACTOR							
	I-202610225660	UTILITY MAINTENANCE CONTRACTOR	R	10/23/2026	17,760.00		065103	O	17,760.00
0061		VALLEY CENTER PUBLIC LIBRARY							
	I-202610215645	VALLEY CENTER PUBLIC LIBRARY	R	10/23/2026	26,545.13		065104	O	26,545.13
0312		VALLEY CENTER RECREATION							
	I-202610215635	VALLEY CENTER RECREATION	R	10/23/2026	999.00		065105	O	999.00

VENDOR SET: 02 City of Valley Center
BANK: APBK PEOPLES CHECKING
DATE RANGE:10/16/2026 THRU 10/29/2026

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0113		VALLEY PRINT LOGISTICS							
	I-202610215641	VALLEY PRINT LOGISTICS	R	10/23/2026	160.75		065106	O	160.75
0351		WICHITA STATE UNIVERSITY							
	I-202610215636	WICHITA STATE UNIVERSITY	R	10/23/2026	600.00		065107	O	600.00
0014		WICHITA WINWATER WORKS CO.							
	I-202610215650	WICHITA WINWATER WORKS CO.	R	10/23/2026	136.26		065108	O	136.26
0032		AFLAC							
	I-AF 202609295568	SUPPLEMENTAL INSURANCE	R	10/23/2026	88.69		065111	O	
	I-AF 202610145625	SUPPLEMENTAL INSURANCE	R	10/23/2026	85.27		065111	O	
	I-AFC202609295568	SUPPLEMENTAL INSURANCE	R	10/23/2026	81.83		065111	O	
	I-AFC202610145625	SUPPLEMENTAL INSURANCE	R	10/23/2026	81.83		065111	O	
	I-AFD202609295568	SUPPLEMENTAL INSURANCE	R	10/23/2026	71.50		065111	O	
	I-AFD202610145625	SUPPLEMENTAL INSURANCE	R	10/23/2026	71.50		065111	O	
	I-AFL202609295568	SUPPLEMENTAL LIFE INSURANCE	R	10/23/2026	18.92		065111	O	
	I-AFL202610145625	SUPPLEMENTAL LIFE INSURANCE	R	10/23/2026	18.92		065111	O	
	I-AFO202609295568	SUPPLEMENTAL INSURANCE	R	10/23/2026	66.35		065111	O	
	I-AFO202610145625	SUPPLEMENTAL INSURANCE	R	10/23/2026	66.37		065111	O	651.18
0445		DELTA DENTAL OF KANSAS, INC.							
	I-DDS202609295568	DENTAL INSURANCE	R	10/23/2026	280.65		065112	O	
	I-DDS202610145625	DENTAL INSURANCE	R	10/23/2026	280.65		065112	O	
	I-DEC202609295568	DENTAL INSURANCE	R	10/23/2026	365.30		065112	O	
	I-DEC202610145625	DENTAL INSURANCE	R	10/23/2026	365.30		065112	O	
	I-DES202609295568	DENTAL INSURANCE	R	10/23/2026	74.08		065112	O	
	I-DES202610145625	DENTAL INSURANCE	R	10/23/2026	74.08		065112	O	
	I-DFM202609295568	DENTAL INSURANCE	R	10/23/2026	745.56		065112	O	
	I-DFM202610145625	DENTAL INSURANCE	R	10/23/2026	583.79		065112	O	2,769.41
0566		SURENCY LIFE AND HEALTH							
	I-VEC202609295568	VISION INSURANCE	R	10/23/2026	7.93		065113	O	
	I-VEC202610145625	VISION INSURANCE	R	10/23/2026	7.93		065113	O	
	I-VMC202609295568	VISION INSURANCE	R	10/23/2026	69.44		065113	O	
	I-VMC202610145625	VISION INSURANCE	R	10/23/2026	69.44		065113	O	
	I-VME202609295568	VISION INSURANCE	R	10/23/2026	48.30		065113	O	
	I-VME202610145625	VISION INSURANCE	R	10/23/2026	48.30		065113	O	
	I-VMF202609295568	VISION INSURANCE	R	10/23/2026	202.44		065113	O	
	I-VMF202610145625	VISION INSURANCE	R	10/23/2026	202.20		065113	O	
	I-VMS202609295568	VISION INSURANCE	R	10/23/2026	30.36		065113	O	
	I-VMS202610145625	VISION INSURANCE	R	10/23/2026	30.34		065113	O	716.68

VENDOR SET: 02 City of Valley Center
BANK: APBK PEOPLES CHECKING
DATE RANGE:10/16/2026 THRU 10/29/2026

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT

* * T O T A L S * *	NO			INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	34			1,591,584.59	0.00	1,591,584.59
HAND CHECKS:	0			0.00	0.00	0.00
DRAFTS:	11			117,654.64	0.00	117,654.64
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	1,709,239.23	0.00	1,709,239.23

VENDOR SET: 03 City of Valley Center
BANK: APBK PEOPLES CHECKING
DATE RANGE:10/16/2026 THRU 10/29/2026

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0157	KYLE FIEDLER							
I-202610225663	KYLE FIEDLER	R	10/23/2026	136.21		065109	O	136.21
0033	NEAL OWINGS							
I-202610225664	NEAL OWINGS	R	10/23/2026	28.06		065110	O	28.06

* * T O T A L S * *	NO			INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	2			164.27	0.00	164.27
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	164.27	0.00	164.27
BANK: APBK TOTALS:	47	1,709,403.50	0.00	1,709,403.50
REPORT TOTALS:	47	1,709,403.50	0.00	1,709,403.50

SELECTION CRITERIA

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

CHECK SELECTION

CHECK RANGE: 000000 THRU 999999
DATE RANGE: 10/16/2026 THRU 10/29/2026
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. GOLD STAR AWARD-APPROVAL OF END OF YEAR BONUS AND ADDITIONAL DAY OFF:

The City of Valley Center again received the Gold Star award from the Kansas Municipal Insurance Trust. A municipality is awarded a Gold Star based on safety procedures and accident claims. A discount is applied to workman's compensation premiums depending on level of award.

City Clerk/HR Director Park requests Mayor and Council recognize the hard work employees have done to earn the Gold Award by granting one additional paid day off on December 24, 2026, and a $100.00 after tax bonus be paid to full time employees and a $50.00 bonus be paid to less than full-time employees who have worked at least 100 hours.

CONSENT AGENDA

C. ECONOMIC DEVELOPMENT BOARD MINUTES FROM OCTOBER 14, 2026:

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

Tuesday, October 27, 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, Gary Janzen, Paul Spranger, Steve Conway, Rick Shellenbarger, and Scot Phillips

Members Absent: None.

City Staff Present: Kyle Fiedler, Sabrina Young

Audience: Brian & Tiffany Shelton, Brent Clark

AGENDA: A motion was made by Wilson and seconded by Bradley to set the agenda with an amendment to remove the second public hearing item as the applicant withdrew their request. Motion passed unanimously.

APPROVAL OF DRAFT MINUTES: Shellenbarger made a motion to approve September 22, 2026 meeting minutes. Motion was seconded by Phillips. Motion passed unanimously.

COMMUNICATIONS: None

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

1. Review of CU-2026-02, application of BTS Properties, pursuant to City Code 17.10.09, who is petitioning to have an accessory apartment on property addressed as 302 E. 1st St., Valley Center, Ks 67147.

Fiedler reviewed his staff report and stated that the property has a house with an attached single car garage and a detached two car garage. The applicant would like to turn the detached garage into an accessory apartment. The zoning for the area does allow for an accessory apartment with conditional use. They do not propose to do any addition to the building, so the building will not really change or change the character of the neighborhood. The unit can be served by both sewer and water either through the existing home or independently. Neighbors were notified and publication placed in the paper; no communication was received. The applicant intends to use the accessory as an investment property and rent it out. Staff do not believe this will have a negative impact on the neighborhood and recommend approval.

Wilson opened the hearing for comments from the public: 7:04 PM

Brian Shelton, property owner, stated that this is an investment property and they don’t intend to do much other than add some fencing and make it a livable unit.

Phillips asked if there are any other properties in the area that have done this. Fiedler stated that he does not know of any. This is the first one to come before the board in the two years he's been here. There is one property on Ash that likely used to be an accessory, but the lot was split. Code states that accessory apartments are not supposed to be split, so staff will request the property owners include a restriction on the property deed that it cannot be split in the future.

Wilson asked if the property being a rental property changes anything. Fiedler stated that he questioned that as well and the requirements and code do not have any restrictions that prevent it from being a rental.

Wilson closed the hearing for comments from the public: 7:06 PM

Based on the City Staff recommendations, public comments, and discussion by the Board of Zoning Appeals, Wilson made a motion to approve CU-2026-02. Motion was seconded by Bradley. The vote was unanimous. Motion passed.

2. Review of SD-2026-02, application of BM Harvest Place LLC, pursuant to City Code 16.04, who is petitioning for approval of a final replat for land located on Southeast of the corner of North Meridian Ave and West 93rd St North (not currently addressed), Valley Center, KS 67147.

Fiedler reviewed his staff report stating that this had been tabled a couple of times while waiting on the traffic study. The study was completed and showed there is no need to add any turn lanes or other changes to the roads at the current time. Growth projections show they may be needed in about 20 years. Some additional comments were made to SEH after the agenda packet was sent out. Staff will be asking that the additional comments be addressed before this goes to City Council to accept the dedicatios. The reason for the replat is that Sunflower Drive from Stinger Ave, to 93rd was not in the original plat. That portion of the street was added during construction causing the need for re-plating to create dedicated road right-of-way because it was across private property at the time. Some additional right-of-way or easements created along the west side of the road to make sure stormwater and sewer were inside of an easement and not on private property. Lot 3 in Block A was eliminated to accommodate this change. There are other minor changes that SEH has been asked to address. Staff recommends approval contingent on these comments being addressed so that the project can keep moving forward. SEH believes they can get it back by Thursday so that it can be at the next City Council meeting to accept the public dedications.

Wilson opened the hearing for comments from the public: 7:14 PM

Brent Clark, SEH, representing the property owner spoke regarding the school traffic and how they made sure Sunflower Drive lined up with the school entrance to make sure it would be in a good place should changes to traffic lights or anything happen in that area in the future.

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

Based on the City Staff recommendations, public comments, and discussion by the Board of Zoning Appeals, Wilson made a motion to approve SD-2026-02 contingent on the comments

being addressed. Motion was seconded by Shellenbarger. The vote was unanimous. Motion passed.

OLD/UNFINISHED BUSINESS:

1. None

NEW BUSINESS:

1. None

STAFF REPORTS:

1. Fiedler stated that the Data Center and Design Standard items have not been brought before the city council yet, so there is no update on them.

   The November meeting date will be Thursday, November 19 to accommodate the Thanksgiving holiday. The December meeting will also be on the Thursday before Christmas.

ITEMS BY PLANNING AND ZONING BOARD/BZA MEMBERS:
Dalton Wilson – none
Amy Bradley – none
Gary Janzen - none
Paul Spranger - none
Rick Shellenbarger - none
Scot Phillips - none
Steve Conway - none

ADJOURNMENT OF THE PLANNING AND ZONING BOARD/BOARD OF ZONING APPEALS MEETING: At 7:21 P.M., a motion was made by Wilson to adjourn and seconded by Bradley. The vote was unanimous, and the meeting was adjourned.

Respectfully submitted,

_____
/s/ Kyle Fiedler, Secretary

_____
Dalton Wilson, 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