



City of VALLEY FALLS

Incorporated May 17, 1869

◇ Attachment

City Council Agenda

The City Council meeting is open to the public and will be held at City Hall.

Meetings will be streamed via Facebook Live (<https://www.facebook.com/cityofvalleyfalls>) Please email questions to cityadmin@valleyfalls.org before the meeting.

April 06, 2022 6:30 PM
Regular Meeting

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL - City Council and Staff

MINUTES - Regular Meeting of March 16, 2022 ◇

MINUTES - Land Bank Meeting of March 16, 2022 ◇

INVOICES - \$65,450.90 ◇

PUBLIC HEARING - Closeout of CDBG Street Grant No. 21-PF-017

PUBLIC COMMENTS & GUESTS:

Public Comment Policy ◇

BUSINESS ITEMS:

1. EMC Insurance Renewal ◇
2. 204 Walnut St Resolution #2022-05 - Repair or Demolishment ◇
3. 207 Sycamore St Resolution #2022-06 - Repair or Demolishment ◇
4. KDHE Loan Ordinance # 2022-03 ◇
5. Arbor Day Proclamation ◇
6. Kansas Travel Magazine Advertisement ◇
7. Employee Assistance Program ◇
8. Collection Bureau of Kansas (CBK) ◇
9. CDBG Street Project Closeout ◇
10. 2010 Chevy Repair Estimate - \$5,967.86 ◇
11. Bulk Water

TABLED ITEMS:

1. Animal Control Ordinance
2. Building for Police Department
3. Taser's for Police Department

REPORTS:

CITY ADMINISTRATOR: Audree Aguilera ◇

PUBLIC WORKS: Bill McCoy ◇

POLICE: Brandon Bines ◇

MAYOR: Jeanette Shipley

FIRE DISTRICT: Mike Glissman

ECONOMIC DEVELOPMENT BOARD: Audree Aguilera or Chair

PLANNING & ZONING COMMISSION: Audree Aguilera or Chair

CITY COUNCIL COMMENTS/ FEEDBACK/ IDEAS

ANNOUNCEMENTS/ COMMUNICATIONS:

EXECUTIVE SESSION ◇

ADJOURNMENT

CITY OF VALLEY FALLS

March 16, 2022

Open Meeting

The meeting was called to order at 6:30 pm by Mayor Jeanette Shipley. Council members present were, Jennifer Ingraham, Salih Doughramaji, and Mike Glissman. Gary McKnight and Judy Rider were absent.

Staff present: Audree Aguilera, City Administrator, Brandon Bines, Chief of Police, and Leonard Buddenbohm, City Attorney.

Others present: Curtis Wheeler, Dianne Heinen, Matt Strickler, Grant Lassiter, Dee Heinen and Scott Heinen.

Minutes:

The minutes from the March 2, 2022, meeting was presented.

Mike moved to approve the minutes. Jennifer seconded the motion. Motion carried 3-0

Vouchers:

The March 16, 2022, Vouchers were presented. Salih moved to approve vouchers totaling \$106,316.96. Jennifer seconded the motion. Motion carried 3-0.

Public Hearing:

- 207 Sycamore Street – Curtis Wheeler spoke on the status of the property and need for repair.
- 426 Broadway Street – Matt Strickler came to council advising he is in process of purchasing the property and asked for time to purchase and make repairs to the outside of the structure to make it water tight.
- 204 Walnut Street – Grant Lassiter was present and advised his intent is to demolish the trailer and clean the lot. Gave 60 days from April 6th to remove trailer.

Public Comments & Guests: None.

BUSINESS ITEMS:

KDHE Loan Agreement – Discussed Loan Agreement

Salih made a motion to approve the loan. Mike seconded the motion. Carried 3-0.

Jefferson County Humane Society Agreement was presented. \$50 intake fee to be passed onto the owner.

Salih made a motion to approve the agreement. Jennifer seconded the motion. Carried 3-0.

UPOC letter was discussed to not enforce the section 7.5a2

Salih made a motion to approve the letter. Jennifer seconded the motion. Carried 3-0.

Meeting Minutes

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CDBG Streets Final Drawdown #2 of \$9,400.00

Mike made a motion to accept the drawdown. Jennifer seconded the motion. Carried 3-0.

Road Access – Only to rock the part of the road for the City to access it.

There was discussion about adding Matt Strickler as a member of the Planning Commission.

Mike made a motion to appoint Matt. Salih seconded the motion. Carried 3-0.

Council work session was discussed and next meeting is scheduled for March 23rd at 6:30pm.

City Administrator Report:

- 1) CDBG Street Project -The final drawdown is ready. Final Inspection complete and no issues found.
- 2) CDBG Sewer Project has officially awarded the City of Valley Falls for \$600,000. The grant administrator has begun the environmental process.
- 3) gWorks implementation has started. First AP on gWorks complete. Training on new system for payments, bank rec, and general ledger currently. Working on switching over Payroll next.
- 4) Personal Policies & Guidelines was reviewed with Department Heads on March 8th. Sent to EMC Attorneys for review.
- 5) EMC Insurance renewal applications and update of fixed assets, bonds, drivers, and property. Final renewal documents will be ready for the city council meeting in April.
- 6) Working on putting together Welcome Packets for new residents coming to town. Valley Falls Businesses can use this as a free opportunity to advertise with promotional material such as pamphlets, coupons, magnets, etc.
- 7) The Pumps for the River, Swimming Pool, and Sed Pond are completed. Public Works Dept. will work on reinstalling pumps.
- 8) Working with KDOT and Evergy for Street Lights at K-4 / K-16 and K-4/ Oak St intersections. Contacted neighbors for Oak Street Light request.
- 9) KRWA will be testing all our fire hydrants in the spring. This service is free.
- 10) Discussed Sunset Haven agreement and how it works. Cannot do anything at this point will discuss for 2023.

Sewer/Water/Streets/Alleys/Parks/Pool:

Streets:

Snow removal went well clearing streets with two trucks is saving us many hours.

Water:

Got 20 meters installed total should be 205 almost half way done.

Clearwell to be cleaned on Mar 22, 2022.

Spoke to Viking about the work to be done on Hurst tower we agreed to schedule it as soon as the temps are above 35 at night consistently.

Sewer:

Douglas Pump Co will be installing the new gate valve at the lagoon discharge by the end of the month.

Pool:

Got the new pool pump in and will be installing it before the season starts.

General:

All pumps are done and here awaiting installation.

Spoke to A.C.O.E about second tree in Grasshopper grove park and it will be scheduled as soon as they can pay for it.

Bill sent in application to take the water test March 31st during the KRWA conference.

Discussed starting to treat pond on Oak St and making ditch and mowing.

Recycle area is being worked on in time for the City-Wide dumpster. Will plan on putting dumpster on new pad.

Police:

- Took Charger to local shop to have door buffed out. Upon further inspection, it was determined that buffing the door will not fix the issue. The only way that the door will get fixed is by sanding and painting the side of the driver door. Once this is done, new graphics will then be applied.
- Attended all three USD 338 Sub-State Championship basketball games in support of the school administration and community members.
- Spoke with Middle School Principal about safety contest in which we discussed beginning planning for after spring break.
- Officer Rivera has begun and completed first week of academy and is scheduled to graduate June 10TH. Ofc. Rivera is doing well and passed first exam.
- Officer Davidson is doing very well and progressing in the academy. Officer Davidson will be graduating April 8th.
- I have begun two background Investigations on part-time police officer applicants. Once these two are completed, I will continue with the two other applicants and hope to add all four to our roster. Other applicants are encouraged to apply.
- Submitted a \$5,000.00 cash grant application through the United State Deputy Sheriff's Assoc. which is granted to one law enforcement agency nationwide. This is done on a yearly basis and can be applied to every calendar year. If awarded this cash grant, our intention is to purchase newer updated portable police radios and or additional laptops for the vehicles.
Check with Keith Jeffers to see if funding is available.
- I will be attending the Kansas DOT safety conference in early April which will discuss:
 1. Developing, analyzing, and interpreting crash records
 2. Recognizing driver impairment from marijuana
 3. Drug Trends and behaviors
 4. Traffic Enforcement as criminal interdiction

- Updated and wrote department policies which have been turned over to the City Admin. for review.

Discussed the side by side and 4-Wheeler policy with the upcoming warm weather.

Mayor:

Status of walking trail

Kansas Travel Magazine possibly doing an ad.

Chamber listing is growing.

Fire Board:

Mike reported on the meeting.

Planning & Zoning Board:

Next meeting working on a new date.

Council Comments:

Bill commented about possibly having a City luncheon like in years past. Smoked meat and sides.

Executive Session

I move the city council recess into executive session to discuss an individual employee’s performance pursuant to the **non-elected personnel** matter exception, K.S.A. 75-4319 (b) (1) to include: the Mayor, City Council, City Administrator, & City Attorney. The open meeting will resume in the city council room at 8:00 p.m.

No action taken.

ADJOURNMENT

Jennifer made a motion to adjourn the meeting. Salih seconded the motion. Motion carried 3-0.

APPROVED: _____
JEANETTE SHIPLEY, MAYOR

ATTEST: _____
CHRISTINE WEISHAAR, CITY CLERK

CITY OF VALLEY FALLS

March 16, 2022

Land Bank
Open Meeting

The Land Bank meeting was called to order at 6:30 pm by Mayor Jeanette Shipley. Council members present were, Jennifer Ingraham, Salih Doughramaji, and Mike Glissman. Gary McKnight and Judy Rider were absent.

Staff present: Audree Aguilera, City Administrator, Brandon Bines, Chief of Police, and Leonard Buddenbohm, City Attorney.

Others present: Curtis Wheeler, Dianne Heinen, Matt Strickler, Grant Lassiter, Dee Heinen and Scott Heinen.

BUSINESS ITEMS:

200 Elm Street
810 19th Street
Lots 1-13, Block 1, in the Barnes Subdivision (East Side of Frazier)

Mike made a motion to approve adding the properties. Jennifer seconded the motion.
Carried 3-0

ADJOURNMENT

Mike made a motion to adjourn the meeting. Jennifer seconded the motion.
Motion carried 3-0.

APPROVED: _____
JEANETTE SHIPLEY, MAYOR

ATTEST: _____
CHRISTINE WEISHAAR, CITY CLERK



City of
VALLEY FALLS

Incorporated May 17, 1869

COUNCIL MEETING DATE: April 6, 2022

INVOICES IN THE TOTAL AMOUNT OF: \$65,450.90

APPROVED:

STATE OF KANSAS

COUNTY OF JEFFERSON

I hereby certify that the attached bills are just, correct, and remain unpaid, and that the amount therein is actually due and owing according to law.

Approved by:

City Administrator

Subscribed and sworn to before me this _____ day of April, 2022

City Clerk

ACCOUNTS PAYABLE REPORT

VENDOR NAME DEPARTMENT	LINE	INVOICE NUMBER	REFERENCE	PAYMENT AMOUNT
ARAMARK ADMINISTRATION	FACILITIES MAINTENANCE	03312022	Rugs	92.10
***** VENDOR TOTAL *****				92.10
AUDREE AGUILERA ADMINISTRATION	BENEFITS	APRIL CELL	CELL PHONE REIMB.	30.00
WATER	TRAINING/CONFERENCES	04012022CA-01	Mileage Reimbursment - KRWA	92.96
SEWER	TRAINING/CONFERENCES	04012022CA-01	Mileage Reimbursment - KRWA	92.96
***** VENDOR TOTAL *****				215.92
BILL MCCOY WATER	BENEFITS	APRIL CELL	CELL PHONE REIMB.	30.00
***** VENDOR TOTAL *****				30.00
CHAD SPENCER SEWER	BENEFITS	APRIL CELL	CELLPHONE REIMB.	20.00
***** VENDOR TOTAL *****				20.00
CHRIS WEISHAAR ADMINISTRATION	BENEFITS	APRIL CELL	CELLPHONE REIMB.	30.00
ADMINISTRATION	TRAINING/CONFERENCES	031622031822	Mileage CCMFOA Conference	104.22
***** VENDOR TOTAL *****				134.22
COUNTRY HARVEST APPLE MARKET WATER	COMMODITIES	04012022	Ice	5.99
***** VENDOR TOTAL *****				5.99
CURTIS WHEELER ADMINISTRATION	CONTRACT LABOR	03162022	Public Hearing	80.00
***** VENDOR TOTAL *****				80.00
DAVIS PUBLICATION STREET	CONTRACTUAL	3367	Public Hearing Notice	96.00
***** VENDOR TOTAL *****				96.00
FARRIS, FRESH, & WERRING LAW COURT	CONTRACT LABOR	8534	City Prosecutor Services	500.00
***** VENDOR TOTAL *****				500.00
FOLEY & BUDDENBOHM LAW OFFICES ADMINISTRATION	CONTRACT LABOR	04042022	City Attorney Services	1,000.00

ACCOUNTS PAYABLE REPORT

VENDOR NAME DEPARTMENT	LINE	INVOICE NUMBER	REFERENCE	PAYMENT AMOUNT
FOLEY & BUDDENBOHM LAW OFFICES				
***** VENDOR TOTAL *****				1,000.00
GALLS POLICE	COMMODITIES	020621233	Police Badge	27.65
***** VENDOR TOTAL *****				27.65
GIANT COMMUNICATIONS				
ADMINISTRATION	UTILITIES AND PHONE	04012022	Phone	79.70
POLICE	UTILITIES AND PHONE	04012022	Phone	79.70
WATER	UTILITIES AND PHONE	04012022	Phone	79.70
SEWER	UTILITIES AND PHONE	04012022	Phone	79.71
***** VENDOR TOTAL *****				318.81
HACH WATER	COMMODITIES	12938975	CHLORINE	152.88
***** VENDOR TOTAL *****				152.88
HALL COMMERCIAL PRINTING				
WATER	COMMODITIES	220187	RUBBER STAMP	40.00
SEWER	COMMODITIES	220187	RUBBER STAMP	40.00
***** VENDOR TOTAL *****				80.00
JEPSON & ASSOCIATES INSURANCE				
ADMINISTRATION	INSURANCE - GL,WC,PROP	2022	INSURANCE	4,529.00
POLICE	INSURANCE - GL,WC,PROP	2022	INSURANCE	3,404.00
STREET	INSURANCE - GL,WC,PROP	2022	INSURANCE	6,000.00
WATER	INSURANCE - GL,WC,PROP	2022	INSURANCE	16,824.00
SEWER	INSURANCE - GL,WC,PROP	2022	INSURANCE	15,418.00
***** VENDOR TOTAL *****				46,175.00
KANSAS FIRE & SAFETY EQUIPMENT				
ADMINISTRATION	CONTRACTUAL	74458	FIRE EXTINGUISHER INSPECTION	3.00
POLICE	CONTRACTUAL	74458	FIRE EXTINGUISHER INSPECTION	112.00
WATER	CONTRACTUAL	74458	FIRE EXTINGUISHER INSPECTION	115.00
SEWER	CONTRACTUAL	74458	FIRE EXTINGUISHER INSPECTION	116.00
***** VENDOR TOTAL *****				346.00
KENNETH MAXWELL				
STREET	CONTRACTUAL	032322cd1	CDL License	26.00
WATER	BENEFITS	APRIL CELL	CELLPHONE REIMB	10.00
SEWER	BENEFITS	APRIL CELL	CELLPHONE REIMB	10.00

ACCOUNTS PAYABLE REPORT

VENDOR NAME DEPARTMENT	LINE	INVOICE NUMBER	REFERENCE	PAYMENT AMOUNT
KENNETH MAXWELL				
***** VENDOR TOTAL *****				46.00
MID-AMERICAN RESEARCH CHEMICAL				
WATER	COMMODITIES	0758136	sand & silt flush	248.94
***** VENDOR TOTAL *****				248.94
MIDWAY AUTO SUPPLY				
POLICE	VEHICLE MAINTENANCE/FUEL	101857	battery, terminal cleaner	185.41
WATER	VEHICLE MAINTENANCE/FUEL	101857	battery, terminal cleaner	65.00
SEWER	VEHICLE MAINTENANCE/FUEL	101857	battery, terminal cleaner	65.85
***** VENDOR TOTAL *****				316.26
MIDWEST OFFICE TECHNOLOGY				
ADMINISTRATION	COMMODITIES	306061	Copies	96.18
***** VENDOR TOTAL *****				96.18
PETRO VALLEY FALLS				
POLICE	VEHICLE MAINTENANCE/FUEL	03162022	FUEL	212.69
POLICE	VEHICLE MAINTENANCE/FUEL	04012022	FUEL	195.67
STREET	VEHICLE MAINTENANCE/FUEL	03162022	FUEL	.01
PARKS	VEHICLE MAINTENANCE/FUEL	03162022	FUEL	.01
WATER	VEHICLE MAINTENANCE/FUEL	03162022	FUEL	205.88
WATER	VEHICLE MAINTENANCE/FUEL	04012022	FUEL	107.01
SEWER	VEHICLE MAINTENANCE/FUEL	03162022	FUEL	205.87
SEWER	VEHICLE MAINTENANCE/FUEL	04012022	FUEL	100.00
***** VENDOR TOTAL *****				1,027.14
CITY OF VALLEY FALLS PETTYCASH				
POLICE	VEHICLE MAINTENANCE/FUEL	04042022PD	CAR WASH	30.00
***** VENDOR TOTAL *****				30.00
SUEZ				
WATER	CONTRACTUAL	555101	CLEARWELL INSPECTION	5,102.00
***** VENDOR TOTAL *****				5,102.00
USPS				
WATER	POSTAGE/STATIONARY	04062022	STAMPS	40.00
SEWER	POSTAGE/STATIONARY	04062022	STAMPS	40.00
***** VENDOR TOTAL *****				80.00
WASTE MANAGEMENT				
SOLID WASTE	CONTRACTUAL	037781320595	TRASH	9,047.38

ACCOUNTS PAYABLE REPORT

VENDOR NAME DEPARTMENT	LINE	INVOICE NUMBER	REFERENCE	PAYMENT AMOUNT
WASTE MANAGEMENT				
***** VENDOR TOTAL *****				9,047.38
WESTERN HARDWARE & AUTO				
ADMINISTRATION	COMMODITIES	13942	LIGHT BULBS, HEATER,	32.37
POLICE	COMMODITIES	13942	LIGHT BULBS, HEATER, SCREWDRIVER	8.88
STREET	COMMODITIES	13942	LIGHT BULBS, HEATER, SCREWDRIVER	82.42
PARKS	COMMODITIES	13942	LIGHT BULBS, HEATER, SCREWDRIVER	7.77
WATER	COMMODITIES	13942	LIGHT BULBS, HEATER, SCREWDRIVER	50.99
***** VENDOR TOTAL *****				182.43
***** REPORT TOTAL *****				65,450.90

DEPARTMENT	INV	PAYMENTS
ADMINISTRATION	11	6,076.57
POLICE	9	4,256.00
COURT	1	500.00
STREET	5	6,204.43
PARKS	2	7.78
WATER	16	23,170.35
SEWER	11	16,188.39
SOLID WASTE	1	9,047.38
DEPARTMENT TOTALS	56	65,450.90



City of
VALLEY FALLS

Incorporated May 17, 1869

PUBLIC COMMENT POLICY

This is a business meeting of the governing body for the City of Valley Falls. We strive to run a smooth and efficient meeting.

Public Comment is limited to 3 minutes per person. Speakers shall state their name and address. This is intended for citizens to express their views. City Council Members will not engage in dialogue with the speaker. Belligerent, rude, and offensive speakers will be stopped immediately. Citizen should reach out to City Council Members to have personal discussion of their concerns outside of City Council Meetings.

Any comment for agenda items shall be taken only during the specific agenda item. All questions posed during public forum should be answered within the specific agenda item by any City Council Member or followed up as needed by staff in a timely manner during regular business hours following the meeting.

Citizens desiring to comment on matters of a general nature, not specific to an agenda item, shall sign up in advance of the meeting & shall provide name and address, and the purpose or nature of the request. This request should be received by the City Administrator before Friday at noon preceding the meeting. No action or formal comment will be taken on such request at the council meeting. Staff will follow up in a timely manner during regular business hours following the meeting.



EMC Insurance Companies
 245 N Waco St Ste 330
 Wichita, KS 67202-1116
 www.emcins.com

CITY OF VALLEY FALLS
417 BROADWAY ST
VALLEY FALLS, KS 66088-1303
 04/01/2022 to 04/01/2023
 Prepared on 03/02/2022
 Quote Valid Through 04/14/2022

Account Summary
Quote Account Number: X527810
Option 002
 Prior Account Number: 9X69539

		<u>2022</u>	<u>2021</u>
Commercial Property (A-03)	\$	22,803.00	20,537
General Liability (Occurrence) (D-03)	\$	5,006.00	4,938
Linebacker - Claims Made (K-03)	\$	4,529.00	3,690
Law Enforcement Liability (G-02)	\$	3,404.00	1,287
CyberSolutions (Q-01)	\$	660.00	660
Data Compromise and Identity Recovery Premium		404.00	
Cyber Premium		256.00	
Commercial Inland Marine (C-02)	\$	1,594.00	1,478
Business Auto (E-06)	\$	8,179.00	7,946
Total Account Premium Estimate	\$	46,175.00	40,586

This proposal is offered through EMC Insurance Companies. EMC offers customizable insurance products to meet your unique needs and expert safety resources to help your business prevent claims. As your independent agent, we are here to offer you personalized service.

*The premium reflects the rates as of the date shown above and assumes the information provided is accurate.**

Please review the following pages for coverage details. To discuss the advantages of insuring your business with EMC, contact us at the number listed below or visit www.emcins.com.

Thank you,

Agency Services Corporation of Kansas, Inc
 815 SW Topeka Blvd
 Topeka, KS 66612-1672
 785-232-0561

**This proposal does not guarantee the policy will be accepted or that coverage will be provided in the company selected or at the premium quoted. Due to periodic rate changes, a change to the policy's effective date may result in a different premium.*

- ① Property: Valuation Increase \$549,668 - premium increase of \$2,216
- ② GenLib: \$68 increase
- ③ Linebacker: \$839 increase
- ④ Law Enforcement: \$2,117 increase due to increased # of officers
- ⑤ Inland Marine: \$116 increase
- ⑥ Commercial Auto: \$233 increase (Added Exemption)



EMCASCO INSURANCE COMPANY
VALLEY FALLS CITY

EFF DATE: 04/01/22

QUOTE NO: A527810-01
EXP DATE: 04/01/23

S T A T E M E N T O F V A L U E S

Water Plant

Construction/Occupancy Coverage 100% Values Value Type
Loc No: 001 204 SARAH ST VALLEY FALLS, KS 66088

Building Number 001

| 1 STORY JSTD MAS BLDG | BUILDING | \$ 3,054,456 | RC 2,954,632
| IN PROTECTION CLASS 06 | YOUR BUSINESS PERSONAL | \$ 2,101 | RC 2,040
| WATER PLANT | PROPERTY |

Pump

Loc No: 002 16144 K-4 HIGHWAY VALLEY FALLS, KS 66088

Building Number 001

| 1 STORY BLDG | PROPERTY IN THE OPEN - | \$ 148,361 | RC 144,040
| IN PROTECTION CLASS 06 | PUMP HOUSE |
| PUMP HOUSE |

Pump

Loc No: 003 1109 LINN ST VALLEY FALLS, KS 66088

Building Number 001

| 1 STORY BLDG | PROPERTY IN THE OPEN - | \$ 87,982 | RC 85,419
| IN PROTECTION CLASS 06 | PUMP HOUSE |
| PUMP HOUSE |

Water Tower

Loc No: 004 914 FRAZIER ST VALLEY FALLS, KS 66088-1153

Building Number 001

| 1 STORY BLDG | PROPERTY IN THE OPEN - | \$ 645,796 | RC 626,986
| IN PROTECTION CLASS 06 | WATER TOWER |
| WATER TOWER-125,000 GALLON/60 FT TALL | PROPERTY IN THE OPEN - | \$ 22,134 | RC 21,489
| ROTATING STORM SIREN |

Bldg

Building Number 002

| 1 STORY FRAME BLDG | BUILDING | \$ 18,858 | RC 17,624
| IN PROTECTION CLASS 06 |
| STORAGE BUILDING |

Water Tower

Loc No: 005 1920 WILLOW ST VALLEY FALLS, KS 66088-9790

Building Number 001

| 1 STORY BLDG | PROPERTY IN THE OPEN - | \$ 637,089 | RC 618,533
| IN PROTECTION CLASS 06 | WATER TOWER |

AS QUOTED ON: 01/07/2022



EMCASCO INSURANCE COMPANY
VALLEY FALLS CITY

EFF DATE: 04/01/22

QUOTE NO: A527810-01
EXP DATE: 04/01/23

S T A T E M E N T O F V A L U E S

|WATER TOWER 50,000 GALLON/97
|FT TALL

Loc No: 006 100 MAPLE ST
VALLEY FALLS, KS 66088

Building Number 001

|1 STORY BLDG
|IN PROTECTION CLASS 06
|PUMP HOUSE

|PROPERTY IN THE OPEN -
|PUMP HOUSE

|\$ 159,128|RC

154,493

Pump & House

Building Number 002

|1 STORY FRAME BLDG
|IN PROTECTION CLASS 06
|SHED

|BUILDING
|YOUR BUSINESS PERSONAL
|PROPERTY

|\$ 5,007|RC
|\$ 14,617|RC

4,679
13,661

Loc No: 007 417 BROADWAY ST
VALLEY FALLS, KS 66088-1303

Loc Description: SHELTER HOUSE AT 410 ELM ST

Park

Building Number 001

|1 STORY FRAME BLDG
|IN PROTECTION CLASS 06
|SHELTER HOUSE

|BUILDING

|\$ 110,606|RC

102,413

Loc No: 008 200 BROADWAY ST
VALLEY FALLS, KS 66088-1300

Building Number 001

|1 STORY NON-COMBUST BLDG
|IN PROTECTION CLASS 06
|TOOL & SUPPLY STORAGE

|YOUR BUSINESS PERSONAL
|PROPERTY

|\$ 34,839|RC

31,962

Garage

Building Number 002

|1 STORY FRAME BLDG
|IN PROTECTION CLASS 06
|SHOP

|BUILDING
|YOUR BUSINESS PERSONAL
|PROPERTY

|\$ 107,108|RC
|\$ 10,453|RC

98,264
9,590

Garage

Loc No: 009 417 BROADWAY ST
VALLEY FALLS, KS 66088-1303

Loc Description: GAZEBO AT 401 FRAZIER ST

AS QUOTED ON: 01/07/2022



EMCASCO INSURANCE COMPANY
VALLEY FALLS CITY

EFF DATE: 04/01/22

QUOTE NO: A527810-01
EXP DATE: 04/01/23

S T A T E M E N T O F V A L U E S

Building Number 001

Gazebo

1 STORY BLDG	PROPERTY IN THE OPEN -	\$	30,900	RC	30,000
IN PROTECTION CLASS 06	GAZEBO				
GAZEBO					

Loc No: 010 417 BROADWAY ST
VALLEY FALLS, KS 66088-1303

Loc Description: PLAYGROUND EQUIP AT CITY PARK
AT 404 ELM ST

Playground

Building Number 001

1 STORY BLDG	PROPERTY IN THE OPEN -	\$	22,550	RC	21,893
IN PROTECTION CLASS 06	PLAYGROUND EQUIPMENT				
PLAYGROUND EQUIPMENT AT CITY PARK					

Loc No: 011 417 BROADWAY ST
VALLEY FALLS, KS 66088-1303

Loc Description: CITY HALL

City Hall

Building Number 001

2 STORY FRAME BLDG	BUILDING	\$	484,519	RC	432,606
IN PROTECTION CLASS 06	YOUR BUSINESS PERSONAL	\$	15,912	RC	14,207
CITY HALL W/LOFT	PROPERTY				

33,950

Loc No: 012 600 SYCAMORE ST
VALLEY FALLS, KS 66088

Building Number 001

VFAA

1 STORY FRAME BLDG	BUILDING	\$	16,950	RC	15,000
IN PROTECTION CLASS 06	PROPERTY IN THE OPEN -	\$	8,405	RC	8,160
STORAGE	(4) BLEACHERS (\$2,000 EACH)				
	PROPERTY IN THE OPEN -	\$	20,600	RC	20,000
	(2) BALL FIELD FENCES (\$10,000 EACH) INCLUDES BACKSTOP, DUGOUTS, OUTFIELDS				
	PROPERTY IN THE OPEN -	\$	8,240	RC	8,000
	(80) ADVERTISEMENT BANNERS (\$100 EACH)				

Building Number 002

1 STORY FRAME BLDG	BUILDINGS (2 AT \$2,000 EACH)	\$	4,520	RC	4,000
IN PROTECTION CLASS 06					

AS QUOTED ON: 01/07/2022



EMCASCO INSURANCE COMPANY
VALLEY FALLS CITY

EFF DATE: 04/01/22

QUOTE NO: A527810-01
EXP DATE: 04/01/23

S T A T E M E N T O F V A L U E S

(2) PORTABLE SHEDS	PROPERTY IN THE OPEN - (2) BATTING CAGE NETS (\$800 EACH)	\$ 1,648	RC	1600
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Building Number 003

1 STORY FRAME BLDG IN PROTECTION CLASS 06 CONCESSION STAND	BUILDING	\$ 53,675	RC	47,500
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Loc No: 013 417 BROADWAY ST
VALLEY FALLS, KS 66088-1303

Loc Description: POOL AND EQUIP AND BATH HOUSE A
T 403 FRANCIS ST

Building Number 001

1 STORY NON-COMBUST BLDG IN PROTECTION CLASS 06 SWIMMING POOL AND EQUIPMENT INCLUDING PUMPS/FILTERS/CHEMICAL FEED	BUILDING	\$ 1,262,801	RC	1,107,720
	PERSONAL PROPERTY OF YOUR BUSINESS	\$ 23,256	RC	20,400
	PROPERTY IN THE OPEN - LARGE SLIDE	\$ 67,238	RC	65,280
	PROPERTY IN THE OPEN - MUSHROOM	\$ 9,876	RC	9,588
	PROPERTY IN THE OPEN - DUCKSLIDE	\$ 7,774	RC	7,548

Building Number 002

1 STORY JSTD MAS BLDG IN PROTECTION CLASS 06 BATHHOUSE	BUILDING	\$ 273,258	RC	239,700
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TOTAL BUILDING	\$ 5,391,758	RC	4,924,138
TOTAL PERSONAL PROPERTY	\$ 101,178	RC	91,860
TOTAL PROPERTY IN THE OPEN	\$ 1,877,721	RC	1,823,029
COMBINED TOTAL	\$ 7,370,657		6,839,027

7,370,657
+ \$18,038 (total Person Property)
increase @ City Hall

7,388,695 new 2022 property total
- 6,839,027 expiring 2021 property total

\$549,668 Increased value for 2022

AS QUOTED ON: 01/07/2022



EMPLOYERS MUTUAL CASUALTY COMPANY
VALLEY FALLS CITY

EFF DATE: 04/01/22

QUOTE NUMBER: D527810-02
EXP DATE: 04/01/23

GENERAL LIABILITY SCHEDULE

CODE NO./EXPOSURE/CLASSIFICATION	PRODUCTS/COMPL OPS RATE	ADVANCE PREM	ALL OTHER RATE	ADVANCE PREM	
LOCATION 001 48924 SWIMMING POOLS - COMMERCIALY OPERATED (4) PREMIUM BASIS: THOUSANDS OF GROSS SALES EXPOSURE: 20,000 (SUBLINE /334) \$ 500 DEDUCTIBLE APPLIES TO PD PER CLAIM UNLESS A LIMITATION IS SHOWN ON THE ENDORSEMENT SCHEDULE		<i>2022 Sales</i> <i>33890</i>	15.239	\$ 305 <i>#516 updated</i>	<i>2021</i> <i>299</i>
87522 TOWN LIABILITY-PREM/OPS IN PROGRESS! INCL WORK SUBCONTR TO OTHERS (3) PREMIUM BASIS: PER CAPITA EXPOSURE: 1,159 (SUBLINE /TLB) \$ 500 DEDUCTIBLE APPLIES TO PD PER CLAIM UNLESS A LIMITATION IS SHOWN ON THE ENDORSEMENT SCHEDULE		<i>2022 population</i> <i>1139</i>	2.101	\$ 2,435 <i>#2393 updated</i>	<i>2386</i>
87658 WATERSLIDES PREMIUM BASIS: FLAT CHRG EXPOSURE: 2 (SUBLINE /334) \$ 500 DEDUCTIBLE APPLIES TO PD PER CLAIM UNLESS A LIMITATION IS SHOWN ON THE ENDORSEMENT SCHEDULE				\$ 200	<i>200</i>
87702 SEXUAL ABUSE OR SEXUAL MISCONDUCT PREMIUM BASIS: POPULATION EXPOSURE: 1,159 (SUBLINE /334) \$ 500 DEDUCTIBLE APPLIES TO PD PER CLAIM UNLESS A LIMITATION IS SHOWN ON THE ENDORSEMENT SCHEDULE				\$ 130	<i>130</i>

AS QUOTED ON: 02/17/22 BPP



EMPLOYERS MUTUAL CASUALTY COMPANY
VALLEY FALLS CITY

EFF DATE: 04/01/22

QUOTE NUMBER: D527810-02
EXP DATE: 04/01/23

GENERAL LIABILITY SCHEDULE
(CONTINUED)

CODE NO./EXPOSURE/CLASSIFICATION	PRODUCTS/COMPL OPS RATE	ADVANCE PREM!	ALL OTHER RATE	ADVANCE PREM
87718 PESTICIDE OR HERBICIDE APPLICATOR COVERAGE PREMIUM BASIS: FLAT CHRG EXPOSURE: 1 (SUBLINE /334) \$ 500 DEDUCTIBLE APPLIES TO PD PER CLAIM UNLESS A LIMITATION IS SHOWN ON THE ENDORSEMENT SCHEDULE			\$	25
87852 MUNICIPAL - VIOLENT EVENT RESPONSE COVERAGE PREMIUM BASIS: POPULATION EXPOSURE: 1,159 (SUBLINE /334) \$ 500 DEDUCTIBLE APPLIES TO PD PER CLAIM UNLESS A LIMITATION IS SHOWN ON THE ENDORSEMENT SCHEDULE		<i>2022 Population 1,139</i>	\$	100
99943 WATER COMPANIES (4) PREMIUM BASIS: THOUSANDS OF PAYROLL EXPOSURE: 54,429 (SUBLINE /334) \$ 500 DEDUCTIBLE APPLIES TO PD PER CLAIM UNLESS A LIMITATION IS SHOWN ON THE ENDORSEMENT SCHEDULE		<i>2022 Payroll 41,216</i>	20.906!	\$ 1,138
LOCATION 002 40059 ATHLETIC GAMES SPONSORED BY THE INSURED (1) (4) PREMIUM BASIS: GAMES EXPOSURE: 43 (SUBLINE /334) \$ 500 DEDUCTIBLE APPLIES TO PD PER OCCUR UNLESS A LIMITATION IS SHOWN ON THE ENDORSEMENT SCHEDULE			10.241!	\$ 440

2021

25

100

1,085

374

*↓
\$ 862
updated*

AS QUOTED ON: 02/17/22 BPP



EMPLOYERS MUTUAL CASUALTY COMPANY
VALLEY FALLS CITY

EFF DATE: 04/01/22

QUOTE NUMBER: D527810-02
EXP DATE: 04/01/23

GENERAL LIABILITY SCHEDULE
(CONTINUED)

POLICY LEVEL COVERAGES

COVERAGES	LIMIT OF INSURANCE	PREMIUM
GENERAL LIABILITY ELITE EXTENSION	!	!\$ 300

300

PREMIUM FOR CERTIFIED ACTS OF TERRORISM \$	40 41.00
TOTAL ESTIMATED POLICY PREMIUM \$	5114.00

39
4,938

- (1) OTHER THAN NOT FOR PROFIT (2) NOT FOR PROFIT
- (3) INCLUDING PRODUCTS AND/OR COMPLETED OPERATIONS UNLESS OTHERWISE EXCLUDED
- (4) PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT
- (5) A \$250 PD DEDUCTIBLE PER CLAIM APPLIES TO CUSTOMERS AUTOS UNLESS OTHERWISE DESIGNATED BY THIS CLASSIFICATION CODE
- (6) FOR SPRAY PAINTING OPERATIONS, A PD DEDUCTIBLE OF \$250 PER CLAIM APPLIES UNLESS A HIGHER DEDUCTIBLE IS OTHERWISE DESIGNATED FOR THIS CLASSIFICATION CODE

5006

LOCATION OF ALL PREMISES OWNED, RENTED OR OCCUPIED:

RATED LOCATIONS:

LOC 001 INSURED PREMISES-OPERATIONS CITY OF VALLEY FALLS
VALLEY FALLS, KS 66088

LOC 002 600 SYCAMORE ST
VALLEY FALLS, KS 66088

LOC DESCRIPTION: BASEBALL FIELDS

AS QUOTED ON: 02/17/22 BPP



EMPLOYERS MUTUAL CASUALTY COMPANY
VALLEY FALLS CITY

EFF DATE: 04/01/22

QUOTE NO: C527810-02
EXP DATE: 04/01/23

C O M M E R C I A L I N L A N D M A R I N E S C H E D U L E

P O L I C Y W I D E C O V E R A G E S

CLASS/ITEM	DESCRIPTION	*SPEC INTEREST	LIMITS
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CONTRACTORS EQUIPMENT

801 CONTRACTORS EQUIPMENT

\$ 1000 DEDUCTIBLE APPLIES PER OCCURRENCE TO THE FOLLOWING ITEMS
80% COINSURANCE

\$ 196,500 CATASTROPHE LIMIT - THE MOST "WE" PAY FOR LOSS IN ANY ONE OCCURRENCE

Spreadsheet

COVERAGE EXTENSIONS

ADDITIONAL DEBRIS REMOVAL EXPENSES \$ 5,000

SUPPLEMENTAL COVERAGES

EMPLOYEE TOOLS (ACTUAL CASH VALUE) \$ 5,000

NEWLY PURCHASED EQUIPMENT PERCENTAGE OF CATASTROPHE LIMIT 30%

POLLUTANT CLEANUP AND REMOVAL \$ 25,000

RENTAL REIMBURSEMENT LIMIT \$ 5,000

WAITING PERIOD 72 HRS

SPARE PARTS AND FUEL \$ 5,000

ACTUAL CASH VALUE

001 1978 GALLION 503 MOTOR GRADER \$ 7,500 *14,000*

2

002 2002 NEW HOLLAND TS100 TRACTOR \$ 39,500 -
S/N 178458B

2

003 2002 GREAT BEND 760 LOADER S/N 21-17628 \$ 7,200 -

004 2002 RHINO OFFSET MOWER S/N 11305 \$ 10,500 *14,000*

005 2003 CATERPILLAR BACKHOE 4200 \$ 37,500 *25,000*
S/N 7BJ76472 *420D - CAT842BDCFDPIB118*

006 2016 FERRIS IS3200ZBV3261 SERIES MOWER \$ 8,800 *12,000*
S/N 2017412926

007 1994 SEWER EQUIP COMP OF AMERICA SEWER \$ 22,000 *55K*
JET TRAILER MOLDEL: 747F

AS QUOTED ON: 02/17/22

(BPP)



EMPLOYERS MUTUAL CASUALTY COMPANY
VALLEY FALLS CITY

EFF DATE: 04/01/22

QUOTE NO: C527810-02
EXP DATE: 04/01/23

C O M M E R C I A L I N L A N D M A R I N E S C H E D U L E

008 ACTUAL CASH VALUE
2019 COUNTRY CLIPPER MOWER \$ 8,500 *12,000*
S/N 19044009

009 ACTUAL CASH VALUE
YEAR: 2020 MFG: BOBCAT
MODEL: S650 T4 SERIAL NUMBER: ALJ828577 \$ 43,000 *45,000*
SKID STEER

010 ACTUAL CASH VALUE
SERIAL NUMBER: AS31620226 \$ 5,500 *7,000*
SNOWPLOW STRAIGHT TORSION TRIP

011 ACTUAL CASH VALUE
SERIAL NUMBER: 775-0562-102 \$ 6,500 *6,000*
ELECTRIC AUGER SS SPREADER W/LONG
SPINNER

PREMIUM \$ 1,474

840 CONTR. EQUIP. - LEASED OR RENTED FROM OTHERS
LIMITS OF INSURANCE
THE MOST "WE" PAY FOR LOSS TO ANY ONE ITEM \$ 25,000
THE MOST "WE" PAY FOR LOSS IN ANY ONE
OCCURRENCE \$ 25,000

ACTUAL CASH VALUE

DEDUCTIBLE \$ 500

NON-REPORTING FORM PREMIUM \$ 25

LOCATION: 001 421 MARY ST
VALLEY FALLS, KS 66088-1200

CLASS DESCRIPTION SPECIAL* INTEREST LIMITS

AS QUOTED ON: 02/17/22

(BPP)



EMPLOYERS MUTUAL CASUALTY COMPANY
VALLEY FALLS CITY

EFF DATE: 04/01/22

QUOTE NO: C527810-02
EXP DATE: 04/01/23

C O M M E R C I A L I N L A N D M A R I N E S C H E D U L E

DATA PROCESSING:

\$ 500 DEDUCTIBLE APPLIES TO ALL COVERED PERILS
UNLESS A DIFFERENT DEDUCTIBLE IS INDICATED BELOW
\$ 5,000 DEDUCTIBLE - EARTHQUAKE AND VOLCANIC ERUPTION
NOT COVERED DEDUCTIBLE - "FLOOD"
\$ 1,000 DEDUCTIBLE - "MECHANICAL BREAKDOWN", "ELECTRICAL
DISTURBANCE" AND "POWER SUPPLY DISTURBANCE"

90% COINSURANCE

\$ 21,000 EARTHQUAKE "AGGREGATE" LIMIT
\$ 21,000 EARTHQUAKE "OCCURRENCE" LIMIT
\$ 21,000 EARTHQUAKE "CATASTROPHE" LIMIT
NOT COVERED FLOOD "AGGREGATE" LIMIT
NOT COVERED FLOOD "OCCURRENCE" LIMIT
NOT COVERED FLOOD "CATASTROPHE" LIMIT
\$ 21,000 SEWER BACKUP "AGGREGATE" LIMIT
\$ 21,000 SEWER BACKUP "OCCURRENCE" LIMIT
\$ 21,000 SEWER BACKUP "CATASTROPHE" LIMIT

848 ELECTRONIC DATA PROCESSING - SCHEDULED LIMITS

COVERAGE LIMITS

\$ 4,500 "HARDWARE"
\$ 9,000 SOFTWARE
INCLUDED "MEDIA"
INCLUDED "PROGRAMS AND APPLICATIONS"
INCLUDED "DATA RECORDS"
INCLUDED "PROPRIETARY PROGRAMS"
\$ 7,500 Income Coverage (Extra Expense ONLY)

EQUIPMENT COVERAGE EXTENSIONS

Additional Debris Removal Expenses \$ 10,000
ELECTRICAL AND POWER SUPPLY DISTURBANCE COVERED
Emergency Removal (Number of DAYS) 365
Emergency Removal Expenses \$ 2,500
Fraud and Deceit \$ 2,500
MECHANICAL BREAKDOWN COVERAGE COVERED

AS QUOTED ON: 02/17/22

(BPP)



EMPLOYERS MUTUAL CASUALTY COMPANY
VALLEY FALLS CITY

EFF DATE: 04/01/22

QUOTE NO: C527810-02
EXP DATE: 04/01/23

C O M M E R C I A L I N L A N D M A R I N E S C H E D U L E

EQUIPMENT SUPPLEMENTAL COVERAGES

Acquired Locations	\$	500,000
Earthquake Coverage		COVERED
Flood Coverage		NOT COVERED
NEWLY PURCHASED OR LEASED HARDWARE	\$	500,000
Off-Site Computers	\$	5,000
Pollutant Cleanup and Removal	\$	10,000
Property in Transit	\$	10,000
Protection and Control Systems	\$	10,000
RECHARGE OF FIRE EXTINGUISHING EQUIPMENT	\$	15,000
Reproduction Equipment	\$	10,000
Sewer Backup		COVERED
REWARDS	\$	2,500
Software Storage	\$	50,000
Telecommunications Equipment	\$	10,000
Virus and Hacking		
Limit any one occurrence	\$	25,000
Limit each separate 12 month period	\$	75,000

INCOME COVERAGE EXTENSIONS

Interruption by civil authority (DAYS)		NOT COVERED
Period of loss extension (DAYS)		NOT COVERED

SUPPLEMENTAL INCOME COVERAGES

Acquired Locations	\$	50,000
Earthquake		COVERED
Flood		NOT COVERED
OFF PREMISES UTILITY SERVICE INTERRUPTION	\$	25,000
OVERHEAD TRANSMISSION LINES		INCLUDED
Waiting Period (HOURS)		24
Property in Transit	\$	10,000
Sewer Backup		COVERED
Virus and Hacking		
Limit any one occurrence	\$	25,000
Limit each separate 12 month period	\$	75,000
Waiting Period (HOURS)		24

FOREIGN TRANSIT AND LOCATION LIMIT NOT COVERED

PREMIUM \$ 95

AS QUOTED ON: 02/17/22

(BPP)

RESOLUTION # 2022-05

A RESOLUTION FINDING THAT THE STRUCTURE LOCATED AT LOT 3 AND NORTH HALF OF LOT 4 IN BLOCK 17 IN THE CITY OF VALLEY FALLS, JEFFERSON COUNTY KANSAS– REFERRED TO AS 204 WALNUT ST, IS UNSAFE OR DANGEROUS AND DIRECTING THAT THE STRUCTURE BE REPAIRED OR REMOVED AND PREMISES MADE SAFE AND SECURE

WHEREAS, the City Inspector and Public Officer of the City of Valley Falls, Kansas, did on the 16th day of February, 2022, file with the Governing Body of Said City, a statement in writing that the structure, herein described, is unsafe and dangerous.

WHEREAS, the governing body did by Resolution No. 2022-04 dated the 16th day of February, 2022, fix the time and place of a hearing at which the owner, his or her agent, and lien holders, any occupants and all other parties of interest of such structure could appear and show cause why the house should not be condemned and ordered repaired or demolished, and provided for giving notice thereof as provided by law; and,

WHEREAS, Resolution No. 2022-04 was published in the official city paper on the February 24 and March 3, 2022, and a copy of said resolution was served upon all persons entitled thereto as provided by law; and,

WHEREAS, on this 16th day of March 2022, the governing body did conduct the hearing scheduled in Resolution No. 2022-04 and took evidence from the following: the public officer on behalf of the city, Grant Lassiter as owner of the subject property.

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

1. The governing body hereby finds that the structure located at Lot 3 and the North half of Lot 4 in Block 17 in the City of Valley Falls, Jefferson County, Kansas, and commonly known and referred to as the structure located at 204 Walnut Street, Valley Falls, KS 66088, is unsafe and dangerous and directs that such structure is to be repaired or removed and the premises made safe and secure. Repairs required to be completed include:

- Repair/Replace damaged/broken/inoperable windows
- Repair/Replace damaged and/or missing fascia/guttering/downspouts
- Repair/Replace rotted siding and framing
- Gut structure interior to expose walls and floors for damage assessment
- Install front porch/stairs
- Repair/Replace plumbing
- Prep and paint all exterior wood surfaces
- Remove all trash, brush, and demolition debris from site

2. The owner of such structure is hereby directed to obtain appropriate City of Valley Falls Building Permits and commence the repair or removal of the property within 90 days from the date of publication of this resolution and to have the repairs or removal completed within 180 days of the date of commencement. Upon due application by the owner not less than 30 days prior to the end of the 180 days, and for good cause shown, the governing body, in its sole discretion, may grant the owner additional time to complete the repair of the property. The owner is requested to provide a status update to the Governing Body on the status of repairs completed at their regularly scheduled City Council Wednesday meeting on the 17th day of August, 2022 at 6:30 PM in City Hall, 417 Broadway St, Valley Falls, KS 66088.

3. If the owner fails to commence repair of the structure within the time stated herein, or any additional time granted by the governing body, or fails to diligently prosecute the same until the work is completed, the governing body will cause the structure to be razed and removed or will cause the structure to be made safe and secure. The costs of razing and removing the structure or making the structure safe and secure, less salvage if any, shall be collected pursuant to K.S.A. 12-1755 in the manner provided by K.S.A 12-1, 115, and amendments thereto, or shall be assessed as a special assessment against the lot or parcel of land upon which the structure is located or by both, all as provided by law.

BE IT FURTHERED RESOLVED that the City Clerk shall cause this resolution to be published once in the official paper and mail a copy to the owners, agents, lien holders, occupants, and other parties in interest.

Adopted this 6th day of April, 2022

Jeanette Shipley
Mayor

ATTEST: _____
Christine Weishaar
City Clerk

RESOLUTION # 2022-06

A RESOLUTION FINDING THAT THE STRUCTURE LOCATED AT THE NORTH HALF OF LOT 9 AND THE SOUTH HALF OF LOT 10 IN BLOCK 19 IN THE CITY OF VALLEY FALLS, JEFFERSON COUNTY KANSAS– REFERRED TO AS 207 SYCAMORE ST, IS UNSAFE OR DANGEROUS AND DIRECTING THAT THE STRUCTURE BE REPAIRED OR REMOVED AND PREMISES MADE SAFE AND SECURE

WHEREAS, the City Inspector and Public Officer of the City of Valley Falls, Kansas, did on the 16th day of February, 2022, file with the Governing Body of Said City, a statement in writing that the structure, herein described, is unsafe and dangerous.

WHEREAS, the governing body did by Resolution No. 2022-02 dated the 16th day of February, 2022, fix the time and place of a hearing at which the owner, his or her agent, and lien holders, any occupants and all other parties of interest of such structure could appear and show cause why the house should not be condemned and ordered repaired or demolished, and provided for giving notice thereof as provided by law; and,

WHEREAS, Resolution No. 2022-02 was published in the official city paper on the February 24 and March 3, 2022, and a copy of said resolution was served upon all persons entitled thereto as provided by law; and,

WHEREAS, on this 16th day of March 2022, the governing body did conduct the hearing scheduled in Resolution No. 2022-02 and took evidence from the following: the public officer on behalf of the city. No one appeared as representative of the subject property.

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

1. The governing body hereby finds that the structure located at the North Half of Lot 10 in Block 19 in the City of Valley Falls, Jefferson County, Kansas, and commonly known and referred to as the structure located at 207 Sycamore Street, Valley Falls, KS 66088, is unsafe and dangerous and directs that such structure is to be repaired or removed and the premises made safe and secure. Repairs required to be completed include:

- Repair/Replace missing gutter/downspouts
- Repair foundation
- Repair/ Replace damaged siding
- Prep and paint all exterior wood surfaces
- Remove all trash, brush, and demolition debris from site

2. The owner of such structure is hereby directed to obtain appropriate City of Valley Falls Building Permits and commence the repair or removal of the property within 90 days from the date of publication of this resolution and to have the repairs or removal completed within 180 days of the date of commencement. Upon due application by the owner not less than 30 days prior to the end of the 180 days, and for good cause shown, the governing body, in its sole discretion, may grant the owner additional time to complete the repair of the property. The owner is requested to provide a status update to the Governing Body on the status of repairs completed at their regularly scheduled City Council Wednesday meeting on the 17th day of August, 2022 at 6:30 PM in City Hall, 417 Broadway St, Valley Falls, KS 66088.

3. If the owner fails to commence repair of the structure within the time stated herein, or any additional time granted by the governing body, or fails to diligently prosecute the same until

the work is completed, the governing body will cause the structure to be razed and removed or will cause the structure to be made safe and secure. The costs of razing and removing the structure or making the structure safe and secure, less salvage if any, shall be collected pursuant to K.S.A. 12-1755 in the manner provided by K.S.A 12-1, 115, and amendments thereto, or shall be assessed as a special assessment against the lot or parcel of land upon which the structure is located or by both, all as provided by law.

BE IT FURTHERED RESOLVED that the City Clerk shall cause this resolution to be published once in the official paper and mail a copy to the owners, agents, lien holders, occupants, and other parties in interest.

Adopted this 6th day of April, 2022

Jeanette Shipley
Mayor

ATTEST: _____
Christine Weishaar
City Clerk

ORDINANCE NO. 2022-03

AN ORDINANCE AUTHORIZING THE EXECUTION OF A LOAN AGREEMENT BETWEEN THE CITY OF VALLEY FALLS, KANSAS AND THE STATE OF KANSAS, ACTING BY AND THROUGH THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT FOR THE PURPOSE OF OBTAINING A LOAN FROM THE KANSAS WATER POLLUTION CONTROL REVOLVING FUND FOR THE PURPOSE OF FINANCING A WASTEWATER TREATMENT PROJECT; ESTABLISHING A DEDICATED SOURCE OF REVENUE FOR REPAYMENT OF SUCH LOAN; AUTHORIZING AND APPROVING DOCUMENTS IN CONNECTION THEREWITH; AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION WITH THE LOAN AGREEMENT.

WHEREAS, the Federal Water Quality Act of 1987 (the “Federal Act”) established revolving fund program for public wastewater treatment systems to assist in financing the costs of infrastructure needed to achieve or maintain compliance with the Federal Act and to protect the public health and authorized the Environmental Protection Agency (the “EPA”) to administer a revolving loan program operated by the individual states; and

WHEREAS, to fund the state revolving fund program, the EPA will make annual capitalization grants to the states, on the condition that each state provide a state match for such state’s revolving fund; and

WHEREAS, by passage of the Kansas Water Pollution Control Revolving Fund Act, K.S.A. 65-3321 through 65-3329, inclusive (the “Loan Act”), the State of Kansas (the “State”) has established the Kansas Water Pollution Control Revolving Fund (the “Revolving Fund”) for purposes of the Federal Act; and

WHEREAS, under the Loan Act, the Secretary of the Kansas Department of Health and Environment (“KDHE”) is given the responsibility for administration and management of the Revolving Fund; and

WHEREAS, the Kansas Development Finance Authority (the “Authority”) and KDHE have entered into a Master Financing Indenture (the “Master Indenture”) pursuant to which KDHE agrees to enter into Loan Agreements with Municipalities for public wastewater treatment projects (the “Projects”) and to pledge the Loan Repayments (as defined in the Master Indenture) received pursuant to such Loan Agreements to the Authority; and

WHEREAS, the Authority is authorized under K.S.A. 74-8905 (a) and the Loan Act to issue revenue bonds (the “Bonds”) for the purpose of providing fund to implement the State’s requirements under the Federal Act and to loan the same, together with available funds from the EPA capitalization grants, to Municipalities within the State for the Payment of Project Costs (as said terms are defined in the Loan Act); and

WHEREAS, the City of Valley Falls, Kansas (the “Municipality”) is a municipality as said term is defined in the Loan Act which operates a wastewater collection and treatment system (the “System”); and

WHEREAS, the System is a public Wastewater Treatment Work, as said term is defined in the Loan Act; and

WHEREAS, the Municipality has, pursuant to the Loan Act, submitted an Application to KDHE to obtain a loan from the Revolving Fund to finance the costs of improvements to its System consisting of the following:

Construction of a project to rehabilitate portions of the City's wastewater collection system (the "Project"); and

WHEREAS, the Municipality has taken all steps necessary and has complied with the provisions of the Loan Act and the provision of K.A.R. 28-16-110 to 28-16-138 (the "Regulations") applicable there to necessary to qualify for the loan; and

WHEREAS, KDHE has informed the Municipality that it has been approved for a loan in amount of not to exceed \$1,008,888.00 (the "Loan") in order to finance the Project;

WHEREAS, the governing body of the Municipality hereby finds and determines that it is necessary and desirable to accept the Loan and to enter into a loan agreement and certain other documents relating thereto, and to take certain actions required in order to implement the Loan Agreement.

THEREFOR, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF VALLEY FALLS, KANSAS:

Section 1. Authorization of Loan Agreement. The Municipality is here by authorized to accept the Loan and to enter into a certain Loan Agreement, with an effective date of February 8, 2022, with the State of Kansas acting by and through the Kansas Department of Health and Environment (the "Loan Agreement") to finance the Project Cost (as defined in the Loan Agreement). The Mayor and Clerk are hereby authorized to execute the Loan Agreement in substantially the form presented to the governing body this date, with such changes or modifications thereto as may be approved by the Mayor and the City Attorney, the Mayor's execution of the Loan Agreement being conclusive evidence of such approval.

Section 2. Establishment of Dedicated Source of Revenue for Repayment of Loan. Pursuant to the Loan Act, the Municipality hereby establishes a dedicated source of revenue for repayment of the Loan. In accordance therewith, the Municipality shall impose and collect such rates, fee and charges for the use and services furnished by or through the System, including all improvements and additions thereto hereafter constructed or acquired by the Municipality as will provide System Revenues or levy ad valorem taxes without limitation as to rate or amount upon all taxable tangible property, real or personal, within the territorial limits of the Municipality to produce amounts which are sufficient to (a) pay the cost of the operation and maintenance of the System, (b) pay the principal of and interest on the Loan as and when the same become due, and (c) pay all other amounts due at any time under the Loan Agreement; provided however, no lien or other security interest is granted by the Municipality to KDHE on the System Revenues under this Agreement. In the event the System Revenues are insufficient to meet the obligation under the Loan and the Loan Agreement, the Municipality shall levy ad valorem taxes without limitation as to rate or amount upon all the taxable tangible property, real or personal, within the territorial limits of the Municipality to produce the amounts necessary for the prompt payment of the obligations under the Loan and Loan Agreement.

In accordance with the Loan Act, the obligations under the Loan and the Loan Agreement shall not be included within any limitation on the bonded indebtedness of the Municipality.

Section 3. Further Authority. The Mayor, Clerk, and other City officials are hereby further authorized and directed to execute any and all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of the Ordinance, and to make alterations, changes or additions in the foregoing agreements, statements, instruments and other document herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 4. Governing Law. The Ordinance and the Loan Agreement shall be governed exclusively by and construed in accordance with the applicable laws of the State of Kansas.

Section 5. Effective Date. This Ordinance shall take effect and be in full force from and after its passage by the governing body of the City and publication in the official City newspaper.

PASSED by the governing body of the City on April 6, 2022 and signed and APPROVED by the Mayor.

(SEAL)

Mayor

ATTEST:

Clerk

[APPROVED AS TO FORM ONLY.]

City Attorney



City of
VALLEY FALLS

Incorporated May 17, 1854

04/06/2022

Kansas Development Finance Authority
Topeka, Kansas

The Kansas Department of Health and
Environment, acting on behalf of
The State of Kansas
Topeka, Kansas

Re: Loan Agreement effective as of February 8, 2022, between the Kansas Department of Health and Environment (“KDHE”), acting on behalf of the State of Kansas (the “State”), and the City of Valley Falls, Kansas (the “Municipality”)

I have acted as counsel to the Municipality in connection with the authorization, execution and delivery of the above referenced Loan Agreement (the “Loan Agreement”). In my capacity as counsel to the Municipality, I have examined original and certified copies of minutes, ordinances of the Municipality, and other documents relating to the authorization of the Project, the authorization, execution and delivery of the Loan Agreement, and the establishment of a Dedicated Source of Revenue (as defined in the Loan Agreement) for repayment of the Loan evidenced by the Loan Agreement. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned thereto in the Loan Agreement.

In the connection, I have examined the following:

- (a) An executed or certified copy of the Loan Agreement
- (b) Proceeding adopted or taken by the Municipality to authorize and approve the Project to be constructed with the proceeds of the Loan evidenced by the Loan Agreement;
- (c) Ordinance No. 2022-03 of the Municipality (the “Ordinance”) adopted on April 6, 2022 and other proceedings of the Municipality taken and adopted in connection with the authorization, execution and delivery of the Loan Agreement, and the establishment of a Dedicated Source of Revenue for repayment of the Loan evidenced by the Loan Agreement; and
- (d) Such other proceedings, documents and instruments as I have deemed necessary or appropriate to the rendering of the opinions expressed herein.

In the connection, I have reviewed such documents, and have made such investigations of law, as deemed relevant and necessary as the basis for the opinions hereinafter expressed.

Based upon the foregoing, it is my opinion, as of the date hereof, that:

1. The Municipality is a municipal corporation duly created, organized and existing under the laws of the State.
2. The Municipality operates a public Wastewater Treatment Works, as said term is defined in the Loan Act.
3. The Project has been duly authorized by the Municipality.
4. The Municipality has all requisite legal power and authority to, and has been duly authorized under the terms and provisions of the Ordinance to, execute and deliver, and perform its obligation under, the Loan Agreement
5. The Loan Agreement has been duly authorized, executed and delivered by the Municipality and constitutes a valid and binding agreement of the Municipality enforceable in accordance with its terms, subject as to enforcement of remedies to any applicable bankruptcy, reorganization, insolvency, moratorium or other similar laws affecting creditors' rights heretofore or hereafter enacted, and subject further to the exercise of judicial discretion in accordance with general principles of equity. In rendering this opinion I have assumed due authorization, execution and delivery of the Loan Agreement by the State, acting by and through KDHE.
6. The Municipality has duly authorized the Dedicated Source of Revenue for repayment of the Loan to be made pursuant to the Loan Agreement.
7. To the best of my knowledge, the execution and delivery of the Loan Agreement by the Municipality will not conflict with or result in a breach of any of the terms of, or constitute a default under, any ordinance, indenture mortgage, deed of trust, lease or other agreement or instrument to which the Municipality is a party or by which it or any of its property is bound or any of the rules or regulations applicable to the Municipality or its property or of any court or other governmental body.

Very truly yours,

Leonard Buddenbohm
City of Valley Falls
City Attorney

FORM OF MUNICIPALITY ORDINANCE

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF VALLEY FALLS, KANSAS
HELD ON APRIL 6, 2022**

The Governing Body of the City met in regular session at the usual meeting place in the City, at 6:30 PM, the following members being present and participating, to-wit:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

(Other Proceedings)

Thereupon, there was presented an Ordinance entitled:

AN ORDINANCE AUTHORIZING THE EXECUTION OF A LOAN AGREEMENT BETWEEN THE CITY OF VALLEY FALLS, KANSAS AND THE STATE OF KANSAS, ACTING BY AND THROUGH THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT FOR THE PURPOSE OF OBTAINING A LOAN FROM THE KANSAS WATER POLLUTION CONTROL REVOLVING FUND FOR THE PURPOSE OF FINANCING A WASTEWATER TREATMENT PROJECT; ESTABLISHING A DEDICATED SOURCE OF REVENUE FOR REPAYMENT OF SUCH LOAN; AUTHORIZING AND APPROVING DOCUMENTS IN CONNECTION THEREWITH; AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION WITH THE LOAN AGREEMENT.

Thereupon, Council Member _____ moved that said Ordinance be passed. The motion was seconded by Council Member _____. Said Ordinance was duly read and considered, and upon being put, the motion for the passage of said Ordinance was carried by the vote of the Governing Body, the vote being as follows:

Yes: _____.

No: _____.

Thereupon, the Mayor declared said Ordinance duly passed and the Ordinance was then duly numbered Ordinance No. 2022-3 and was signed and approved by the Mayor and attested by the Clerk. The Clerk was directed to publish the Ordinance on time in the official newspaper of the City.

(Other Proceedings)

On motion duly made, seconded and carried, the meeting thereupon adjourned.

(SEAL)

Clerk



*** OFFICIAL PROCLAMATION ***

WHEREAS in 1872, the Nebraska Board of Agriculture established a special day to be set aside for the planting of trees, *and*

WHEREAS this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, *and*

WHEREAS Arbor Day is now observed throughout the nation and the world, *and*

WHEREAS trees can be a solution to combating climate change by reducing the erosion of our precious topsoil by wind and water, cutting heating and cooling costs, moderating the temperature, cleaning the air, producing life-giving oxygen, and providing habitat for wildlife, *and*

WHEREAS trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and countless other wood products, *and*

WHEREAS trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, *and*

WHEREAS trees — wherever they are planted — are a source of joy and spiritual renewal.

NOW, THEREFORE, I, _____, Mayor of the City of _____, do hereby proclaim _____ as **ARBOR DAY** In the City of _____, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, *and*

FURTHER, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

DATED THIS _____ day of _____, _____

Mayor _____

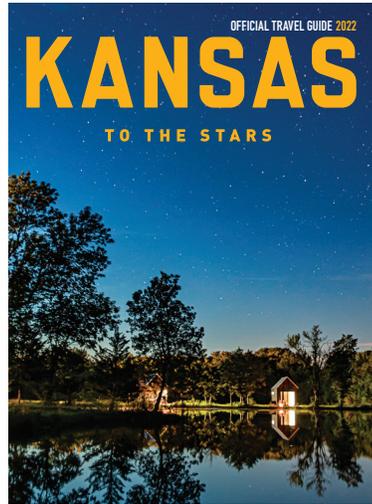
KANSAS OFFICIAL TRAVEL GUIDE 2023

Kansas Tourism's Official Travel Guide delivers the best of Kansas to interested travelers who contribute billions to the State's economy.

Written and produced by the travel experts of Meredith Corporation's Custom Content Studio, the guide is an eye-catching high-quality print and digital piece reaching over 350,000 consumers.

INSIDE THE GUIDE

- + ROAD TRIP ITINERARIES
- + HIDDEN GEMS
- + MUST-VISIT STATE ATTRACTIONS
- + HISTORIC LANDMARKS
- + ARTS AND CULTURE
- + WHERE TO EAT & STAY
- + STATE PARKS GUIDE
- + OUTDOOR RECREATION

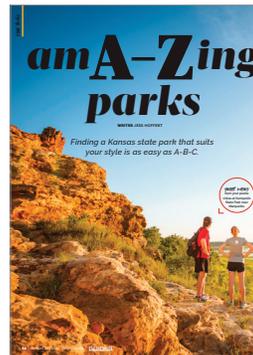
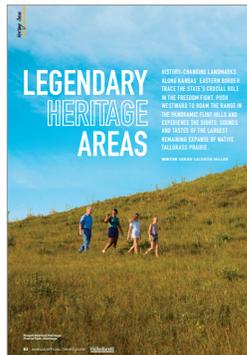
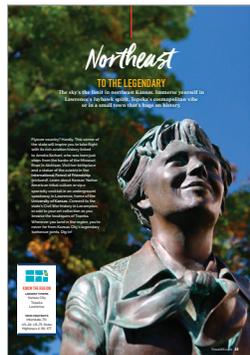


Visibility and Distribution

Your advertising message will be seen by over **350,000 consumers** across multiple touch points.

- + **275,000 high-quality printed copies** distributed at Kansas Travel Information Centers, welcome centers, direct mail, trade shows and events.
- + **Bonus 75,000 print copies** distributed to Meredith magazine subscribers in select titles such as Midwest Living, Better Homes & Gardens and Shape.
- + **Digital edition of the guide with live links** on TravelKS.com and MidwestLiving.com

As an advertiser, your brand will be intrinsically part of a strategic promotional campaign across Meredith properties, including e-blasts, in-magazine promotions and more.



Kansas Official Travel Guide IMPACT ON TRAVEL PLANNING

- 81%** reported a more favorable opinion of Kansas as a travel destination after reading the guide
- 76%** plan to save the guide for future travel planning
- 66%** were inspired to learn more about Kansas for a future trip

Source: Meredith Consumer Feedback Survey 2021

Kansas Tourism BY THE NUMBERS

31 MILLION TRAVELERS visited Kansas in 2020

\$591 MILLION generated in state and local taxes

\$5.4 BILLION in visitor spending

80,152 JOBS supported

Source: Economic Impact of Tourism in Kansas 2020 by Tourism Economics





OFFICIAL TRAVEL GUIDE 2023

2023 RATES + DEADLINES

AD SPACE + MATERIALS DUE
August 19, 2022

PUBLISHED
November 11, 2022*

TOTAL DISTRIBUTION
275,000*

Commit to advertising before June 1, 2022 and receive a 5% discount.

AD SIZE	NET RATE	5% DISCOUNT
FULL PAGE	\$7,109	\$6,754
½ PAGE HORIZONTAL/VERTICAL	\$4,070	\$3,867
¼ PAGE VERTICAL	\$3,055	\$2,902
⅙ PAGE HORIZONTAL	\$1,814	\$1,723
⅙ PAGE VERTICAL	\$1,019	\$968

PREMIUM POSITIONS	NET RATE	5% DISCOUNT
BACK COVER	\$8,920	\$8,474
INSIDE FRONT COVER	\$8,085	\$7,681
INSIDE BACK COVER	\$8,085	\$7,681
SPECIAL SECTION PLACEMENT	\$7,917	\$7,521

*Dates and circulation subject to change.

Showcase Your Destination / Organization with a Highlighted Listing

LIMITED BUDGET? You can still be seen by thousands of travelers as they search for things to do in the state. Listings are a cost-effective way to advertise in the Travel Guide—and you can stand out with a Highlighted Listing.

All listings or edits must first be submitted through TravelKS.com/industry. After you add or update your listing on the website, you will have the opportunity to submit your printed Kansas Travel Guide listing. All listings must be paid in full to be included in the guide.

► To request an account or receive your website login, email Andrea Etzel: andrea.etzel@ks.gov



Sample layout only. Layout subject to change.

2023 LISTING DUE
JULY 1, 2022

EARLY BIRD PERIOD: JANUARY 18—FEBRUARY 28

GENERAL PERIOD: MARCH 1—MARCH 31

RATES

	Net Rate	Early Bird Discount
Highlighted Listing	\$140	\$120
Listing	\$100	\$80

All invoices will be sent after April 1. Payments due by May 13.

FOR MORE INFORMATION CONTACT

ADVERTISING SALES + INSERTION ORDERS

KIM SOMMERFELDT
Integrated Account Manager
815-363-1417
kim.sommerfeldt@meredith.com

MATERIALS

CAROL RODRIGUEZ MORALES
414-622-2879
cmrodriguez@quad.com

Limited EAP Agreement

for employer groups 2-50 employees



This EMPLOYEE ASSISTANCE PROGRAM CLIENT AGREEMENT is made and entered into effect as of 05 / 01 / 2022 ("Effective Date") by and between Advance Insurance Company of Kansas (AICK) and CITY OF VALLEY FALLS ("Group").

Section 1 – Group Information

CITY OF VALLEY FALLS

Group Name

417 BROADWAY ST

Business Address Line 1

Business Address Line 2

VALLEY FALLS

City

KS 66088

State ZIP Code +4

(785) 945 - 6612

Business Phone Number

County

(785) 945 - 3341

Business Fax Number

Mailing Address Line 1 (if different from Business Address)

Mailing Address Line 2

City

State ZIP Code +4

Contact Name

Contact Email

Section 2 – Program Services Overview

Program Services are administered by New Directions Behavioral Health, LLC (New Directions) and are described below (i.e. "covered person(s)" is an eligible employer or an eligible dependent of a group contracted with AICK for disability or life insurance.):

- A. Each Covered Person upon contacting New Directions shall receive initial evaluation and assessment by a New Directions Counselor or EAP Provider, and the New Directions Counselor or EAP Provider shall refer the Covered Person to the appropriate Program Services for the presenting issue, or to a non-EAP Provider or agency if the presenting issue is not amendable to short-term EAP counseling or other Program Services.
- B. Each Covered Person shall be eligible to receive consultation for personal issues only.
- C. Each Covered Person may receive up to three (3) counseling sessions with an EAP Provider (including the initial evaluation and assessment session) per issue.
- D. New Directions will provide a toll-free telephone line twenty-four (24) hours a day, seven (7) days a week for emergency intake and referral for Covered Persons with a mental health or substance use crisis.
- E. New Directions will provide telephonic consultation related to troubled employees for Groups' managers, supervisors and executive level personnel.
- F. New Directions offers telephonic legal counseling services with an attorney on a wide array of legal topics. New Directions also will coordinate a face-to-face consultation with an attorney at a discounted rate to the employee.
- G. New Directions offers telephonic financial counseling services with a trained financial professional on a wide array of topics. New Directions also will coordinate a face-to-face consultation with a financial planner/professional at a discounted rate to the employee.
- H. New Directions offers online Program Services and materials to the Group and its Covered Persons. The materials online include online training programs, forms, articles, assessments, a library on health and wellness topics, legal and financial information and the ability to access web-based and face-to-face services.
- I. Covered Persons can access New Directions exclusive, phone-based program designed to assist members with a full range of worklife issues. Members are connected with worklife specialists who can assist them with child and elder care issues, temporary care, special needs, disaster relief, personal and convenience services, and many other needs.

Please continue on the next page.

Section 3 – Program Fees

The Program Fee for the EAP Services described in this Agreement shall be: \$1.50 per Covered Employee per month.

Premiums will be collected by Advance Insurance Company of Kansas in conjunction with other benefits sold through AICK. Only employees enrolled in an AICK product may be enrolled in the EAP benefits.

Section 4 – Authorization

I understand that EAP benefits are administered by New Directions Behavioral Health, LLC and program fees are collected by AICK. I also understand that only those employees enrolled in an eligible AICK benefit qualify for the EAP benefits.

Your signature required

_____ / _____ / _____
Group Contact Signature

_____/_____/_____
Date Signed

Print Name



GOVERNMENT COLLECTION CONTRACT

THIS AGREEMENT made and entered into this ____ day of _____, _____ by and between CBK, Inc., a corporation hereinafter referred to as “AGENCY” and, _____, a governmental entity, hereinafter referred to as “CLIENT”.

WITNESSETH:

WHEREAS, CLIENT desires to designate various accounts for collections; and WHEREAS, Agency desires to accept and pursue said claims.

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

1. Agency will use its best efforts and resources to collect accounts forwarded. Collection activities shall be in compliance with Federal, State and Local laws and regulations, including the Fair Debt Collection Practices Act. Agency shall be courteous and businesslike, consistent with the image and reputation of Client. To the best of their ability, Client warrants that all accounts are valid and legally enforceable debts. Client will send accurate and legitimate claims and further agrees to cooperate with Agency in the investigation of the same, which includes providing documentation supporting the claim as may be requested by Agency, and to keep Agency apprised of any changes in circumstance or information regarding the same. Agency shall be entitled to the contingency fee and costs on the accounts forwarded as stated below, upon the Agency sending its first communication to Debtor.
2. Fees and Charges
 - a. AGENCY/ AR; Agency shall charge, and Client agrees to pay Agency, a fee on principal amounts collected at a rate of 30 % on all accounts forwarded to Agency (in the event the Client has an Ordinance, agreement, or contract in place allowing for fees to be added to the debt, Agency would then add the percentage to the amount turned for collection).
 - b. Municipal Court Debts: The cost of collections for these debts will be added to the amount forwarded and charged to the debtor. Agency will pay Client 100% of the amount forwarded, when collected. The rate the Agency will charge for these debts will be 30 %.
 - c. AGENCY/ CHECKS; At the election of the Client, Agency will collect on returned checks that are sent both electronically and manually. Agency will pay the Client **100%** of the face amount collected and 0 % of any Returned Check Service Fee on all checks when collected by Agency or through the efforts of Agency. Agency will also pay the Client 0 % of any damages collected on any check that is collected through legal action. Agency shall retain any attorney fees assessed, pursuant to statute. Agency shall remit payment to Client for all returned checks collected for the previous month by the 10th of the following month. Check Clients must provide the attached Addendum A with this agreement.
 - d. All interest that is charged on all accounts forwarded to Agency by Client will be split at a rate of 0 % for the Client and 100 % for the Agency.
 - e. REFERRAL TO ATTORNEY; The Agency shall institute legal proceedings in the name of Client with the attorney of Agency's choosing. This includes the selection of local counsel that may appear on behalf of Client. Client has the right to object to the use of any attorney with good cause, to include conflicts. All litigation instituted shall be in the name of the Client and all court costs, surcharges, and other litigation expenses will be advanced by Agency and said funds will be deducted off the following Client's transmittal disbursement to reimburse the Agency.
 - i. The fees stated in (c) are intended to cover a routine case through the district court level. Unusual situations, such as counter claims, appeals, or bankruptcy litigation, are not covered. In the event of such unusual situations, cross petition or any other claim, Agency will advise Client in a timely matter. Client has the option to either recall the matter and defend the counter claim or have the Agency's attorney proceed with the representation of the matter at a mutually agreed upon hourly rate.
 - ii. In the event that Client's cases or claims are referred out of state, the contingency fee agreement shall be increased to 50%, as allowed by law.
3. STATEMENTS; The Agency will submit monthly statements to Client of the net amount received the previous calendar month, by the 10th of the month following collection, along with the remittance of all monies recovered minus Agency fee. The Client shall report payments (via fax, Client Portal, email, or through another form of communication agreed upon by both parties) at the time of receipt on accounts assigned to the Agency. Said statements shall be sent to Client at

_____ or another address designated by the Client in writing. The Client agrees to remit to Agency any amount due to Agency within thirty (30) days of receipt of the monthly statement.

4. RECORDS; The Agency will maintain records as they pertain to each account in such a manner as to be auditable by Client during normal working business hours upon reasonable notice given to Agency.
5. COMPROMISE SETTLEMENT; Agency shall not have authority to accept a compromise settlement on the amount forwarded, without the Client's prior approval.
6. TERM; This Agreement shall remain in full force and effect for twenty-four (24) months. This contract shall renew upon the initial and subsequent anniversary dates for a length of time equal to the initial term stated in this agreement, unless notice is received by either party of intent of non-renewal at least 90 days prior to the anniversary date.
7. TERMINATION; Either party may terminate this Agreement (with or without cause and without penalty) by giving thirty (30) days written notice of termination to the other party. For accounts on which judgment has been rendered through the means of legal action, Agency will charge and Client agrees to pay, the same fee Agency would have been entitled to receive on such accounts if the Agreement had not been terminated.
8. REPORTS; Agency shall submit the following reports to Client monthly:
 - a. Acknowledgment (Report sent based on when Client forwards accounts...monthly, bi monthly or weekly)
 - b. Cancellation/Deletion
 - c. Transmittal/Client Statement
9. INDEMNITY;
 - a. Agency agrees to defend and hold the Client harmless from and against any and all claims, judgments, costs, liabilities, negligent or wrongful acts, damages and expenses, including reasonable attorney fees and court costs occasioned by, arising out of, related to, or in connection with any fact or omission of the Agency and its employees and agents, or any of them from failure of the Agency to comply with the provisions of this Agreement.
 - b. Client agrees to defend and hold the Agency harmless from and against any and all claims, judgments, costs, liabilities, negligent or wrongful acts, damages and expenses, including reasonable attorney fees and court costs occasioned by or arising out of, related to, or in connection with any act or omission of the Client and its employees or from failure of the Client to comply with the provisions of the Agreement.
10. GENERAL PROVISIONS;
 - a. Agency shall serve as an independent contractor. This agreement does not constitute an employer/employee relationship.
 - b. The captions of this Agreement are for convenience only and are not to be construed as modifying the text of the Agreement.
 - c. All terms and conditions of this Agreement are severable. If one or more of the terms and conditions are deemed unenforceable, the remainder shall continue in full force and effect.
 - d. This Agreement constitutes the entire Agreement of the parties and cannot be modified without a writing signed by both parties.
 - e. All notices required under this Agreement shall be in writing and sent Certified Mail, Return Receipt Requested, and shall be effective upon receipt.
 - f. Client agrees to comply with all applicable laws, rules and regulations relating to the services provided hereunder. This agreement shall be governed by and construed in accordance with the laws of the State of Kansas. Client may assign this Agreement only with prior written consent of Agency. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of Agency and the heirs, executor, administrators, successors, and assigns of Client.
 - g. This Agreement shall become effective as of the date listed below and shall remain in effect until either party serves 30 day written notice to the other. Amendments to fees and charges shall take effect immediately. Other such amendments shall be effective thirty (30) days from mailing, except as specifically provided herein; this Agreement may not be altered, amended, or otherwise varied except by written mutual agreement of the parties.
11. CONFIDENTIALITY; Agency shall not disclose information relating to the debtor(s) to persons other than debtor(s), parents, or guardians of debtor(s) as necessary for payment purposes. Agency shall not disclose information relating to Client's operations without written consent of the Client or duly issued Court process or orders. It is mutually understood that the Agency's obligation to not disclose confidential and proprietary Client information hereunder shall survive the termination of this Agreement. The terms and conditions of this agreement will not be disclosed to anyone or any entity without written authorization.
12. ENTIRE AGREEMENT; This Agreement constitutes the entire Agreement between the parties with respect to its subject matter, supersedes any previous agreements and understandings, and can be changed only by written agreement signed by all parties. This agreement may be executed in any number of counterparts and all such counterparts taken together shall be deemed to constitute one and

the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile and/or email shall be effective as delivery of a manually executed counterpart of this Agreement.

- 13. Where Applicable and under the Health Insurance and Portability and Accountability Act of 1996 (HIPAA), the Client is required to enter into specific Business Associate Agreements setting forth requirements of their agents relative to maintaining the privacy and confidentiality of patient-identifiable health information. To comply with this requirement, the parties agree to enter into a separate Business Associate Agreement meeting the requirements of HIPAA, prior to April 14, 2003.
- 14. Where applicable, and for all consumer debts, Agency further agrees to comply with the Fair Debt Collection Practices Act (FDCPA), known as Public Law #95-109.
- 15. Any and all notices required herein, shall be sent to the addressee and address as designated below under AGENCY and CLIENT.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate.

AGENCY:

CLIENT:

CBK, Inc.

Address:

Address:

3615 SW 29th St

Topeka, KS 66614

Phone: _____

Authorized Representative:

Authorized Representative:

Name: _____ (please print)

Name: _____ (please print)

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____



The following is suggested ordinance language for a municipality to adopt to allow for the assessment of the costs to collect debts owed to the city. It can be modified it to specifically address specific debts; for instance, if the municipality does not provide trash and will not, then it can simply remove that term.

Citizen/debtor shall pay any and all charges related to the reasonable costs of collection of any fine/fee/costs of services, as well as any costs/assessments for clean-up of the property for a municipal violation that is the issue herein. This specifically applies to, but is not limited to, charges for water, trash, electricity, property code violation fines, parking tickets, municipal court fines, fees, court costs, interest accrued thereon, and any other debt due and owing to the municipality. The costs of collection include, but are not limited to, court costs, surcharges, attorney fees, and collection agency fee, except that such costs of collection may not include both attorney fees and collection agency fees.

The following is suggested administrative/processing fee language for a government entity to implement into their contracts to allow for the assessment of the cost to collect debts owed to the government entity. It can be modified it to specifically address specific debts.

Applicant shall pay any and all charges related to the reasonable costs of collection of this account/service. The costs of collection include, but are not limited to, court costs, surcharges, attorney fees, and collection agency fee, except that such costs of collection may not include both attorney fees and collection agency fees.

The following is suggested administrative/processing fee language for a government entity to implement into their billing to allow for the assessment of the cost to collect debts owed to the government entity. It can be modified it to specifically address specific debts.

Account holder and/or recipient of services shall pay any and all charges related to the reasonable costs of collection of this account/service. The costs of collection include, but are not limited to, court costs, surcharges, attorney fees, and collection agency fee, except that such costs of collection may not include both attorney fees and collection agency fees. This is pursuant to (Reference Ordinance/Resolution #) that was passed on (Date) and published on (Date).

Disclaimer: The language/verbiage provided above is general language/verbiage and is not legal advice. The above should be reviewed by independent legal counsel before implementing.



Instructions for CDBG Closeout Packet

To be carried out by the Grantee (City):

- 1 – Publish notice, hold public performance hearing, and obtain affidavit of publication (affidavit should be on its way)
- 2 – Sign, attest, and seal one copy of Form 1 – Grantee’s Release Form
- 3 – Sign and date one copy of Form 4 – Certificate of Completion (signature in Item G)
- 4 – Sign and date one copy of Form 7 – Notice of Completion/Final Inspection and Final Wage Compliance Report Format
- 5 – Deliver all signed originals to grant administrator

To be carried out by the Grant Administrator:

- 1 – Obtain signed closeout documents
- 2 – Prepare CDBG Final Quarterly Progress Report
- 3 – Submit all executed documents to CDBG program manager for closeout approval

After closeout has been approved by CDBG (via email or mail):

City will receive final funds and issue checks to payee(s) within 3 business days, make copies of those checks and insert in CDBG file along with any correspondence received from CDBG regarding closeout.

Direct all questions to:

Brett Waggoner
(785)760-2148
Co-Owner
Governmental Assistance Services

AGENDA STATEMENT

Date: April 6, 2022

To: Mayor and City Council

From: Aubree Aguilera, City Administrator

Re: **Public Hearing and Project Completion Documents Packet for CDBG Project No. 21-PF-017**

Background

Prior to the submittal of the final reimbursement request associated with the CDBG Project No. 21-PF-017 which included street improvements, the City must conduct a public hearing and approve execution of the project closeout documents necessary for the grant program. Following these steps, GAS will submit for the final grant drawdown request to complete the project payments and arrange for the long-term storage of key grant documents.

A required grant monitoring site visit was completed on March 3, 2022, and no deficiencies were identified. Staff from the Kansas Department of Commerce reviewed all program documents and viewed the street improvements.

Staff requests that the City Council complete the public hearing and consider approval of the closeout documents for the project.

Recommended Council Action

- Open the Public Hearing for Grant Project No. 21-PF-017, with oral and written comments recorded and installed as part of Valley Falls CDBG Citizen Participation Plan record.
- Close the Public Hearing.
- Make a motion to authorize the execution of project closeout documents for CDBG Project No. 21-PF-017.

Attachments:

Public Hearing Notice

Closeout Documents Packet

Performance Public Hearing Notice

The City of Valley Falls, KS will hold a public hearing on Wednesday, April 6, 2022, at 6:30 pm in the Valley Falls City Hall located at 417 Broadway, Valley Falls, KS 66088, for the purpose of evaluating the performance of Grant No. 21-PF-017, which was for a street improvements project within the city limits of the City of Valley Falls, KS.

Proposed project activities included reconstruction of Mulberry Street from Broadway Street to Phoebe Street and Broadway Street from Linn Street to Frazier Street. The proposed activities included full depth pavement patching, milling, 2" hot mix asphalt overlay, mobilization, contractor construction staking, traffic control and other miscellaneous appurtenances related to construction activities.

All proposed project activities were accomplished as described, and all project activities occurred within the city limits of Valley Falls, KS.

This grant was funded, all or in part, from the Kansas Department of Commerce, Small Cities Community Development Block Grant (CDBG) funds. All aspects of the grant will be discussed, and oral and written comments will be recorded and become part of Valley Falls's CDBG Citizen Participation Plan. Reasonable accommodations will be made available to persons with disabilities. Requests should be submitted to the city clerk (785-945-6612) by April 5, 2022.

GRANTEE'S RELEASE FORM

1 Pursuant to the terms on Grant Agreement Number 21-PF-017 and in consideration of
2 the sum of ONE HUNDRED FIFTEEN THOUSAND NINE HUNDRED FIFTY DOLLARS AND
00/100'S (\$115,950.00) which has been
3 or is to be paid under the said contract to VALLEY FALLS, KS,
4 grantee upon payment of the said sum by the State of Kansas, Department of Commerce, hereinafter
5 called the grantor, does remise, release, and discharge the grantor, its officers, agents and employees
6 of and from all liabilities, obligations, claims, and demands whatsoever under or arising from the
7 said contract.

8 IN WITNESS WHEREOF, this release has been executed this 6TH day of
9 APRIL, 2022.

10 Signature of Authorized Elected Official: _____

11 Typed Name and Title: LUCY THOMAS, MAYOR

ATTEST AND SEAL

12 _____

13 _____

(Rev. 2-2018)

CERTIFICATE OF COMPLETION

A. Name of Grant Recipient VALLEY FALLS, KANSAS	B. Grant Agreement Number 21-PF-017
---	---

C. Final Statement of Cost

Program Activity Categories	To Be Completed By The Recipient			To Be Completed By CDBG
	Paid Costs (a)	Local Unpaid Costs (b)	Total Costs (c)	Approved Total Costs
1. STREET IMPROVEMENTS	191,561.21		191,561.21	
2. ENGINEERING DESIGN	27,500.00		27,500.00	
3. INSPECTION				
4. ADMINISTRATION	15,000.00		15,000.00	
5.				
6.				
7.				
8.				
9. Total Program Costs	234,061.21		234,061.21	
10. Less Other Funds Applied	118,111.21		118,111.21	
11. CDBG Grant Amount Applied	115,950.00		115,950.00	

D. Computation of Grant Balance

	To Be Completed By The Recipient	To Be Completed By CDBG
12. Total Amount Applied (Line 11a)	115,950.00	
13. Estimated for Unsettled Third-Party Claims	0	
14. Subtotal (Line 11c)	115,950.00	
15. Grant Amount Per Agreement (from contract)	115,950.00	
16. Unutilized Grant to be Canceled (Line 15 less Line 14)	0	
17. Grant Funds Received	115,950.00	
18. Balance of Grant Payable (Refundable) (Line 14 less Line 17)*	0	

* If Line 17 exceeds Line 14, enter excess as a negative amount. This amount shall be repaid to the Department by check.

CERTIFICATE OF COMPLETION - PAGE 2

E. Unpaid Costs and Unsettled Third-Party Claims (Local Only)

List amounts and describe circumstances

N/A

Check if continued on additional sheet and attach

F. Remarks

N/A

Check if continued on additional sheet and attach

G. Certification of Recipient

It is hereby certified that all activities undertaken by the recipient with funds provided under the Grant Agreement identified as Item B above have, to the best of my knowledge, been carried out in accordance with the Grant Agreement; that proper provision had been made by the recipient for payment of all unpaid costs and unsettled third-party claims identified in Item E above; that the Department, the State of Kansas, and the United States of America are under no obligation to make any further payment to the recipient under the Grant Agreement in excess of the amount identified on Line 18 above; and that every statement and amount set forth in this instrument is, to the best of my knowledge, true and correct as of this date.

LUCY THOMAS, MAYOR

Date	Signature of Chief Elected Official	Typed Name and Title
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H. Department Approval

This Certificate of Completion is hereby approved. Therefore, I authorize cancellation of the unutilized contract agreement and related funds reservation and obligations _____ (line 16 above).

Date	Signature for CDBG Program	Typed Name
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Repair Estimate

03/29/2022

10:13 AM

Estimate#: RO7000944	Estimate Date: 03/24/2022	Odometer: 99,981
Vehicle: Silverado 3500 2007/2014	VIN: 1GC3K0BG6AF121888	License#:
Customer#: 778698 CITY OF VALLEY FALLS	Advisor#: 800636 TERENCE WRIGHTSM	
Address: 417 BROADWAY ST	(H) (785) 423-1437	
VALLEY FALLS, KS 660881303	(B)	(Ext)

CUSTOMER QUOTE

Operation: ACCD ONSTAR BUTTONS (START TO REPAIRS) All

LABOR \$:	85.00
PARTS \$:	245.81
GOG \$:	0.00
MISC \$:	12.75
TAX \$:	0.00
SUBTOTAL \$:	343.56

Operation: ACCD2 Diagnosis All

LABOR \$:	85.00
PARTS \$:	0.00
GOG \$:	0.00
MISC \$:	12.75
TAX \$:	0.00
SUBTOTAL \$:	97.75

TOTAL LABOR \$:	2,777.95
TOTAL PART \$:	3,503.47
TOTAL GOG \$:	0.00
TOTAL MISC \$:	30.00
TOTAL TAX \$:	0.00
ESTIMATE TOTAL \$:	6,311.42

Customer Signature

Thank you for allowing Cable Dahmer of Topeka to prepare your estimate.



City of
VALLEY FALLS

Incorporated May 17, 1854

**City Administrator Report
City Council April 6, 2022**

- 1) CDBG Street Project -The final drawdown is ready. Closeout documentation is ready.
- 2) CDBG Sewer Project has officially awarded the City of Valley Falls for \$600,000. The grant administrator has begun the environmental process. The engineer has started design and anticipates completion of design by July.
- 3) gWorks implementation has started. Last module to switch over is Payroll. Sent out late notices and will start disconnects next month.
- 4) Personal Policies & Guidelines sent to EMC Attorneys for review. Will review next week.
- 5) EMC Insurance renewal complete and set for approval.
- 6) Working on putting together Welcome Packets for new residents coming to town. Valley Falls Businesses can use this as a free opportunity to advertise with promotional material such as pamphlets, coupons, magnets, etc.
- 7) Working with KDOT and Evergy for Street Lights at K-4 / K-16 and K-4/ Oak St intersections. Contacted neighbors for Oak Street Light request.
- 8) Sewer Presentation is complete and ready for Town Hall Meeting.
- 9) Compiled and sent data to Ransom Financial. Rate review is in progress.
- 10) Registered land bank lots at County Register of Deeds.
- 11) KPERs 457 sign up with employees. Benefits start in April.
- 12) Clearing well inspection completed.
- 13) Discussed with BCBS about the Employee Assistance Program.
- 14) Attended the KRWA Conference in Wichita March 29th - 31st.
- 15) Economic Development Board held Business Open House/ Social on March 22nd.
- 16) KRWA will be testing all our fire hydrants in the spring. This service is free.

Pending Projects

CDBG Street Project - Project Complete. Closeout on April 6th.

CDBG Sewer Project - Approval of \$600,000. Working on environmental review.

American Rescue Plan Act - \$175,958.36 allocated. \$87,458.86 received 7/14/21. \$520.32 received 10/27/21.

Opioid Settlement - Anticipated \$5/ Capita. 25% of Settlement shared 50/50 with cities and counties. Other 75% will be used for grants. This first round of payouts on the settlement will allow partnerships with other local entities.

Installation of Automatic Water Meters: 205 installed to date

Financials

Fund #	Fund Name	Previous Balance	Current Balance
100	General Fund	\$95,205.81	\$75,861.32
160	Pool Reserve	\$5,429.10	\$5,429.10
200	Capital Improvement Fund	\$76,575.34	\$76,575.34
300	Special Hwy & Streets	-\$124,807.75	-\$124,795.75
400	Equipment Reserve	\$3,781.71	\$3,781.71
500	Bond & Interest	\$111,268.07	\$26,094.32
600	RHID	\$22,397.90	\$22,397.90
720	Water	-\$77,265.67	-\$76,722.32
721	Water Reserve	\$0.00	\$0.00
730	Sewer	\$282,647.43	\$290,825.14
731	Sewer Reserve	\$0.00	\$0.00
740	Solid Waste	\$51,955.80	\$59,097.08
790	Insurance Reserve	\$0.00	\$0.00

CITY OFFICE

417 Broadway • Valley Falls, Kansas 66088-1200
Phone 785-945-6612 • Fax 785-945-3341

BANK NAME	FEBRUARY	MARCH	MARCH	MARCH	INVOICES	BANK	2022
FUND GL NAME	CASH BALANCE	RECEIPTS	DISBURSMENTS	CASH BALANCE	PAID	BALANCE	BUDGET
GENERAL OPERATING FUND							
100 CASH - CHECKING	95,205.81	4,444.68	23,789.17	75,861.32			692,264.00
200 CASH - CHECKING	76,575.34	0.00	0.00	76,575.34			
300 CASH - CHECKING	124,807.75	12.00	0.00	124,795.75			90,000.00
400 CASH - CHECKING	3,781.71	0.00	0.00	3,781.71			40,000.00
500 CASH - CHECKING	111,268.07	0.00	85,173.75	26,094.32			108,000.00
600 CASH - CHECKING	22,397.90	0.00	0.00	22,397.90			
720 CASH - CHECKING	77,265.67	17,476.12	17,132.77	76,922.32			281,660.00
721 CASH - CHECKING	0.00	0.00	0.00	0.00			
730 CASH - CHECKING	282,647.43	12,852.15	4,874.44	290,625.14			287,800.00
731 CASH - CHECKING	0.00	0.00	0.00	0.00			
740 CASH - CHECKING	51,955.80	17,736.71	10,595.43	59,097.08			115,000.00
790 CASH - CHECKING	0.00	0.00	0.00	0.00			
GENERAL OPERATING FUND TOTALS	441,758.64	52,521.66	141,565.56	352,714.74	0.00	352,714.74	1,614,724.00
CHECKING - POOL							
160 CASH - CHECKING POOL	5,429.10	0.00	0.00	5,429.10			
CHECKING - POOL TOTALS	5,429.10	0.00	0.00	5,429.10	0.00	5,429.10	
VF PUBLIC BUILDING COMMISSION							
500 MONEY MARKET- PUBLIC BUILDING	10,066.91	0.00	0.00	10,066.91			108,000.00
VF PUBLIC BUILDING COMMISSION	10,066.91	0.00	0.00	10,066.91	0.00	10,066.91	108,000.00
KENALL BANK CD'S							
300 CD X1565	172,020.25	0.00	0.00	172,020.25			90,000.00
500 CD X0971	153,500.00	0.00	0.00	153,500.00			108,000.00
721 CD X0503	68,083.36	0.00	0.00	68,083.36			
721 CD X0504	90,182.21	0.00	0.00	90,182.21			
721 CD X0535	69,520.22	0.00	0.00	69,520.22			
731 CD X2279	91,083.20	0.00	0.00	91,083.20			
KENALL BANK CD'S TOTALS	644,389.24	0.00	0.00	644,389.24	0.00	644,389.24	198,000.00
TOTAL OF ALL BANKS	1,101,643.89	52,521.66	141,565.56	1,012,599.99	0.00	1,012,599.99	1,920,724.00



3/15/2022

Valley Falls KS

421 Mary St
Valley Falls, KS 66088

Re: Inflation Cost Recovery Related to WM Collection Operations

Dear City Officials:

Waste Management of Kansas, Inc. ("WM") is proud to be your community's service provider and grateful for your business. WM is also proud of the essential work our frontline collection crews performed throughout the Force Majeure event of the COVID-19 pandemic and continue to provide your community despite lingering and difficult disruptions.

Through 2021, and as we now in 2022, the U.S. economy has been experiencing the unexpected adverse impacts of inflation caused in large part by an economy re-emerging from COVID-19 but hampered by labor and supply chain constraints. Not since the years immediately following WWII or the 1970-80s has the U.S. experienced inflationary price increases at these levels. Due to this inflation, WM has experienced very large percentage cost increases in tires, oil, carts, steel, fuel, labor rates, etc. Many economists are projecting continued upward pressure on critical material costs and labor in the months ahead.

These are uncontrollable circumstances and extraordinary market conditions which the parties could not anticipate at the time the contract was executed. Across our local, central Kansas region, WM has experienced an averaged increase of 11.11% in the costs outside of our control.

WM is already bearing these costs. Indeed, as your community partner, we have been for some months, as inflation and labor rates have risen. However, as contractually allowed through Section V. Sub-letter e, of our service agreement, we now need to pass these costs through to the city, but we are only requesting half of the increase in an effort to provide additional support. This language is in place, as passed by the City at the time of Contract implementation, to protect both WM and your community by keeping your collection program fiscally sustainable. With this 5.5% increase, based on the residential rates we currently charge in your community; this calculates as a \$.80 cents per home per month increase. We will implement this increase for services performed on and after May 1, 2022. This will make the year two rates in the agreement \$15.52 and the resulting Year three rates \$16.03

As your community partner, WM is as committed as ever to provide best-in-class service to our customers and the communities we call home. We appreciate your partnership as we address these unusual market conditions. Please reach out if you have any questions,

Sincerely,
John Blessing
Municipal Account Manager
jblessi2@wm.com
913-220-8434



City of
VALLEY FALLS

Incorporated May 17, 1869

Public Works Report
April 6, 2022

Streets:

Refilled manhole potholes and will be fixing them as we have time to get to them when the weather permits

Water:

Clearwell was cleaned and inspected. Pictures are forthcoming when we get the inspection report Hurst tower is scheduled to be drained and out of service for 2 weeks to a month starting 3/6/2022 for repairs and maintenance

Sewers:

Douglas pump Co. came to install the valve at the lagoon but was unable to do so due to differences in the new valve compared to the old one weather and ground conditions has it postponed till they can get to it without damaging the dykes or their equipment

Parks:

Got the debris from the first tree that was removed in Grasshopper Grove cleaned up
They got the second tree in Grasshopper Grove cut down

General:

Kenneth Maxwell, Audree, and I attended the KRWA conference in Wichita where I made so good contacts with other directors and vendors. I attended several of the learning courses that were offered gathering some very helpful information and knowledge
While at the conference I was able to take my exam for certification for water operator Kenneth Maxwell took and passed his CDL driving test he is now CDL licensed



VALLEY FALLS POLICE



★★★★★ BRANDON W. BINES ★★★★★
CHIEF OF POLICE

Council Meeting 04/06/2022

- **Since August 1ST 2021 to current, The Valley Falls Police Department has generated approximately \$16,019.00 in ticket revenue however, part of this goes to the State of Kansas.**
- I attended two Law Enforcement funerals to show support to other law enforcement agencies during these trying times. I was pleased to see how much community support the officer got, and hope that our community members stand behind everything that we are trying to do to make our community safe.
- The Valley Falls Police Department was donated two brand new ballistic vests which has been fitted specifically for the officer.
- A Part-Time Officer will potentially be hired, with the start date of April 9th, pending the conclusion of the background investigation.
- Background Investigations on other Part-Time Officers applicants are in progress
- Charger – door has been painted and sanded
- The application for vehicle graphics for both vehicles has been scheduled.
- Since March 18th, we have partnered with the Jefferson County Humane Society
- We have already impounded one dog that was found at large w/o owner present.
- Citations have already been issued for dogs running at large
- Photographs of the Animals that have been taken to the shelter will be taken by officers and put on our Facebook page.
- I have been receiving multiple complaints from residents about dogs running at large in the city in which the dogs are consistently being let loose without supervision.
- Community members have expressed concerns to me about dogs either chasing after them, or other dogs being attacked or bothered while being walked by their responsible owner.

“SERVING THE CITIZENS WHERE WE LIVE,
PROTECTING THE COMMUNITY, WE LOVE”

417 BROADWAY STREET, VALLEY FALLS, KANSAS 66088

TELEPHONE (785) 945- 3434

WWW.VALLEYFALLSPOLICE.ORG

- This announcement along with the many other times we have discussed this issue, will serve as the last warning to anyone who's dog is found to be at large. If an owner is not located in the vicinity of the animal, that animal will be captured (if possible) and transported to the humane society in which incurs a \$50.00 humane society fee paid for by the owner. On top of the housing fee, a City Ordinance citation for "Dog running at large" will be issued to the owner and will be required to appear in court in front of the judge.
- If no one claims an animal after 3 business days, the animal then belongs to the Jefferson County humane society, in which I was advised that every animal will get spayed and neutered before being adopted.
- If an animal is also found to be without a city animal license, an additional citation will be issued. Animal tags are available at city hall, Monday – Friday 8AM-4PM for a fee of \$3.00
- If you own a dog in the City of Valley Falls, PLEASE make sure that your dog does NOT go off your property without supervision and that the animal is registered with the City.
- Officer Davidson graduates on Friday, April 8th, in which the City Administrator and I will be attending to show support.
- Officer Rivera doing well in the academy, he seems to be very excited about going through the academy and is expected to graduate on June 10TH.
- Fire Extinguishers added to each patrol vehicle as well as inside the PD
- I Put on a Frauds & Scams class to the Rotary Club to inform citizens about how easily scammers target people out of their money in which I believe was a hit.
- I have spoken with Jeri Clark a few times about this, and I intend to present this class to members of the public for anyone interested. Date is TBD
- Misdemeanor Arrest Made
- Criminal Investigations ongoing

EXECUTIVE SESSION MOTIONS

There is no standard format for the motion to recess into executive session which will apply to all situations. Because the statutory language requires the motion contain both the "justification" and the "subjects" to be discussed, the motion should include the statutory reason for recessing into executive session and a more specific description of the topic for discussion.

1. **Statutory reason for non –elected personnel needs a more specific reason which could be Individual employee's performance**

I move the city council recess into executive session to discuss an individual employee's performance pursuant to the **non-elected personnel** matter exception, K.S.A. 75-4319 (b) (1) to include: (people to participate besides governing body.) The open meeting will resume in the city council room at ____PM.

2. **Statutory reason for Attorney – Client privilege needs a more specific reason which could be discuss contract, Litigation, Claim, or other such more specific item.**

I move the city council recess into executive session to discuss a claim pursuant to **Attorney – Client privilege** matter exception, K.S.A. 75-4319(b)(2) to include: the City Attorney and (people to participate besides governing body.) The open meeting will resume in the city council room at ____PM.

3. **For employer-employee negotiations a more specific description could be salary.**

I move the city council recess into executive session to discuss salary pursuant to **employer-employee negotiations** matter exception, K.S.A. 75-4319(b) (3) to include: (people to participate besides governing body.) The open meeting will resume in the city council room at ____PM.

4. **For property acquisition matters a more specific description could be purchase cost.**

I move the city council recess into executive session to preliminary discuss purchase cost pursuant to **property acquisition** matter exception, K.S.A. 75-4319(b)(6) to include: (people to participate besides governing body.) The open meeting will resume in the city council room at ____PM.

K.S.A. 75-4319. Closed or executive meetings; conditions; authorized subjects for discussion; binding action prohibited; certain documents identified in meetings not subject to disclosure. (a) Upon formal motion made, seconded and carried, all bodies and agencies subject to the open meetings act may recess, but not adjourn, open meetings for closed or executive meetings. Any motion to recess for a closed or executive meeting shall include a statement of (1) the justification for closing the meeting, (2) the subjects to be discussed during the closed or executive meeting and (3) the time and place at which the open meeting shall resume. Such motion, including the required statement, shall be recorded in the minutes of the meeting and shall be maintained as a part of the permanent records of the body or agency. Discussion during the closed or executive meeting shall be limited to those subjects stated in the motion. (b) No subjects shall be discussed at any closed or executive meeting, except the following:

- (1) Personnel matters of nonelected personnel;
- (2) consultation with an attorney for the body or agency which would be deemed privileged in the attorney-client relationship;
- (3) matters relating to employer-employee negotiations whether or not in consultation with the representative or representatives of the body or agency;
- (4) confidential data relating to financial affairs or trade secrets of corporations, partnerships, trusts, and individual proprietorships;
- (5) matters relating to actions adversely or favorably affecting a person as a student, patient or resident of a public institution, except that any such person shall have the right to a public hearing if requested by the person;
- (6) preliminary discussions relating to the acquisition of real property;