



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.

May 25, 2022 6:30 PM
Special Meeting

CALL TO ORDER
PLEDGE OF ALLEGIANCE
ROLL CALL - City Council and Staff

PUBLIC COMMENTS & GUESTS:
Public Comment Policy ◇

BUSINESS ITEMS:
A. Valley Falls Housing Authority

EXECUTIVE SESSION ◇

ADJOURNMENT



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.

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement (this "**Agreement**"), made as of the 9th day of June, 2020, between the **TOPEKA HOUSING AUTHORITY**, a body corporate and politic organized pursuant to the laws of the State of Kansas ("**THA**"), and the **VALLEY FALLS HOUSING AUTHORITY**, a body corporate and politic organized pursuant to the laws of the State of Kansas ("**Valley**").

R E C I T A L S

- A. Valley is a public housing authority running a public housing program.
- B. Valley is in need of assistance in running its Capital Fund program and its Operating Fund program, each pursuant to Section 9 of the U.S. Housing Act of 1937, as amended (the "**Act**").
- C. THA is a public housing authority with expertise in running a Capital Fund program and an Operating Fund program.
- D. Valley desires to engage THA to provide all services necessary to oversee and administer Valley's Capital Fund program and Operating Fund program and THA desires to provide such services.

A G R E E M E N T

THA and Valley, each intending to be legally bound hereby, do mutually covenant and agree as follows:

- 1. **Engagement.** Valley hereby engages THA to oversee and administer Valley's Capital Fund program and Operating Fund program including, but not limited to providing all of the services set forth on Exhibit A (the "**Services**") and THA hereby accepts such engagement, all upon the terms and subject to the conditions hereinafter set forth.
- 2. **Designated Employee.** THA shall have the right to designate from time to time the employee(s) of Valley who shall be responsible for carrying out Valley's obligations under this Agreement.
- 3. **Valley Responsibilities.** Valley shall have the following responsibilities:
 - (a) Provide THA with all information regarding Valley's Capital Fund program and Operating Fund program.
 - (b) Provide all documents, records and information requested by THA.
 - (c) Provide THA with EPIC and eLOCCS authority and access.

(d) Provide THA with access to all U.S. Department of Housing and Urban Development ("**HUD**") databases and correspondence as necessary for administration of the Capital Fund program and Operating Fund program.

4. **Reporting; Board Meeting Attendance.** THA's representatives shall report to the Chairman of the Valley Board of Commissioners (the "**Board**"), or his or her designee. A representative of THA shall attend the regularly scheduled monthly meetings of the Board to report to the Board on the status of the Services and the operations of Valley's Capital Fund program and Operating Fund program. Such attendance may be in-person or by video or teleconference, so long as the THA representative attends at least one meeting per quarter in person.

5. **Confidential Information.** THA agrees that it will not, either during or after the term of this Agreement, without the prior written approval of Valley, reveal to a third party or use for its own benefit any confidential information pertaining to Valley, its officers, employees, and directors obtained while performing the Services, except for information clearly established to be in the public record, as required by law or court order, pursuant to a valid public records request, or in response to a HUD audit, inquiry or other request for documentation or information. The determination of whether information is a public record shall, if legally permissible, be made mutually by THA and Valley.

6. **Fee; Reimbursement of Expenses.** In consideration of the Services to be provided by THA, Valley agrees to pay THA the following:

(a) For the Services, as set forth in Exhibit A, THA will be paid an administration fee equivalent to 10% of Valley's annual Capital Fund grant;

(b) THA shall charge Valley for the amount of time spent by THA's staff performing any additional services not set forth on Exhibit A. Each person assigned will have an assigned hourly rate. The following individuals will be the people primarily assigned:

- | | |
|--|------------------|
| i. Executive Director | \$91.00 per hour |
| ii. Contracting Officer | \$47.00 per hour |
| iii. Director of Facilities Management | \$57.00 per hour |
| iv. Vice President of Operations | \$55.00 per hour |

(c) Valley shall reimburse THA for its reasonable out-of-pocket expenses incurred in connection with the performance of the Services, including, without limitation, gas mileage and other travel expenses in connection with any in-person attendance at Board meetings.

(d) THA shall submit monthly invoices to Valley, which shall include an itemization of: (i) the hours expended by THA; (ii) the nature of the Services performed; and (iii) reimbursable expenses. Valley shall process and pay all such invoices within thirty (30) days of receipt.

7. **Term; Part-Time Basis.** This Agreement shall commence on July 1st, 2020 and will last until July 1st, 2021, provided that this Agreement shall be deemed renewed automatically for an additional one (1) year period, on the same terms and conditions as herein stated, unless sooner terminated as provided herein. Although THA shall be available to Valley to give attention to all requests for Services, THA and Valley agree that the engagement shall not be full-time, but shall be on an as-needed basis.

8. **Termination.**

(a) Either party may terminate this Agreement for convenience upon 30 days' prior written notice to the other party.

(b) In the event either THA or Valley breaches this Agreement and such breach is not cured within thirty (30) days of notice thereof by the non-breaching party to the party in breach, the non-breaching party may terminate this Agreement upon giving ten (10) days advance written notice to the other specifying the effective termination date.

(c) Expiration or termination of this Agreement shall not cut off, divest or otherwise diminish the rights or remedies, outstanding obligations, duties or liabilities of any party under this Agreement in either law or equity, which exist prior to expiration or termination of this Agreement.

(d) Upon expiration or termination of this Agreement, Valley shall reimburse THA for any remaining compensation or other payments due pursuant to this Agreement prior to the effective date of expiration or termination, whether or not such compensation has been invoiced to Valley prior to the effective date of expiration or termination. Such amounts shall be due THA no later than 30 days from the later of (i) date of expiration or termination; and (ii) the date on which THA invoices Valley for such compensation.

9. **Disclaimer of Relationships.**

(a) THA and Valley acknowledge that any transfer of public housing funds by Valley to THA shall not be or be deemed to be an assignment of funds, and THA shall not succeed to any rights or benefits of Valley under the Annual Contributions Contract ("ACC") between Valley and HUD, or any grant agreement with respect to public housing funds, or attain any privileges, authorities, interests, or rights under the ACC or any grant agreement with respect to public housing funds.

(b) It is expressly agreed and understood between the parties that THA, in entering into this Agreement and carrying out its obligations hereunder, is an independent contractor and is not, shall not be deemed to be and shall not hold itself out as an agent, legal representative, employee, joint venturer, or partner of Valley.

(c) Notwithstanding anything to the contrary contained herein, it is expressly agreed and understood that THA shall have no authority under this Agreement to convert any of Valley's public housing units to project-based section 8 without the express approval of the Board.

10. Notices. All notices, requests, demands, approvals, or other formal communications given hereunder or in connection with this Agreement shall be in writing and shall be deemed received three (3) days after being sent by registered or certified mail, return receipt requested, postage prepaid; or one (1) day after being sent by a nationally recognized, receipted overnight delivery service, addressed as follows:

If to THA:

Topeka Housing Authority
2010 SE California Avenue
Topeka, KS 66607
Attn: Trey George
Executive Director
Email: tgeorge@tha.gov
Phone: (785) 286-7277

If to Valley:

Valley Falls Housing Authority
417 Broadway Street
Valley Falls, KS 66088
Attn: John Sherretts
Chairman
Email: jsherretts@bradken.com
Phone: (785) 231-0977

With a copy to:

City of Valley Falls
417 Broadway Street
Valley Falls, KS 66088
Attn: Joe Hackney
City Administrator
Email: vfcityadmin@giantcomm.net
Phone: (785) 945-6612

11. Indemnification. Valley shall indemnify and hold harmless THA, its officers, directors and employees, from all liabilities, claims, actions, judgments, awards, settlement amounts, and costs and expenses, including reasonable and actual attorney's fees, to which the THA may become subject by reason of or arising out of any damage to or loss of property, or injury to or death of any person in connection with the Services, or any personnel action taken or omitted to be taken by THA with respect to any employee of THA performing front line tasks, or otherwise in connection with the performance or nonperformance of THA's obligations under this Agreement; provided that Valley shall not be required to indemnify, hold harmless, or reimburse THA for any judgment or award or expense in connection therewith arising out of any matter as to which THA, its officers, directors or employees shall be finally adjudged to have acted with gross negligence or willful misconduct. The termination of any pending or threatened action, suit or other proceeding by settlement shall not be deemed an adjudication of gross negligence or willful misconduct. At THA's request, Valley shall pay the expenses, including attorneys' fees, incurred by THA in defending any such action, suit or proceeding; provided that THA shall repay to Valley such amounts if THA, its officers, directors or employees shall be finally adjudged to have acted with gross negligence or willful misconduct.

12. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the transactions contemplated hereby and supersedes all prior written and oral agreements between the parties with respect thereto.

13. Miscellaneous.

(a) Amendment. This Agreement may be amended or waived only by a writing signed by each of the parties.

(b) Assignment. This Agreement may not be assigned, pledged or otherwise transferred, whether by operation of law or otherwise, without the prior written consent of the other party.

(c) Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

(d) Governing Law. This Agreement has been made and entered into and shall be governed by, and construed and enforced in accordance with, the laws of the State of Kansas without giving effect to any conflict of laws rules.

(e) Binding Effect. This Agreement shall be binding upon, and inure to the benefit of, the parties and their respective successors, assigns, affiliates, subsidiaries and related entities.

(f) Approvals. Wherever approval is required herein, such approval shall not be unreasonably delayed, conditioned or withheld.

(g) Headings. The captions in this Agreement are for convenience of reference only and shall not define or limit the provisions hereof.

(h) Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

[Signatures on Next Page]

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

TOPEKA HOUSING AUTHORITY

By:



Trey George
Executive Director

VALLEY FALLS HOUSING AUTHORITY

By:

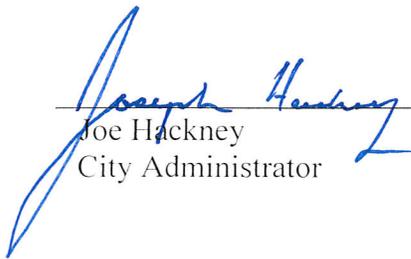


John Sherretts
Chairman

Agreed and consented to by the City of Valley Falls as of the date first above written.

CITY OF VALLEY FALLS

By:



Joe Hackney
City Administrator

SERVICES

Administration Department:

1. Creation/Submission- 5-Year Capital Fund Plan:

- (a) Self-perform a Physical Needs Assessment.
- (b) Create Valley's Capital Fund 5-Year Action Plan.
- (c) Ensure that all Environmental Reviews are completed.
- (d) Create the Public Notice and advertise the Public Hearing to submit Valley's Capital Fund 5-Year Action Plan to HUD.
- (e) Hold Public Hearing for the Submission of Valley's Capital Fund 5-Year Action Plan.
- (f) Conduct Resident Advisory Meeting to review Valley's Capital Fund 5-Year Action Plan, prior to submission.
- (g) Create a Resolution for Board approval for the submission of Valley's Capital Fund 5-Year Action Plan. (Attend Valley's Board Meeting to present the resolution).
- (h) Enter Valley's Capital Fund 5-Year Action Plan in EPIC for review and approval.
- (i) Complete the Capital Fund Energy Performance Contracting Reporting in the EPIC Core Activity/Energy Module.

2. Assist Valley with the administration and distribution of Operating Fund subsidy funds:

- (a) Gather, organize, and assist with documents pertaining to the Operation Fund program.
- (b) Manage, track and distribute Operating Funds subsidy funds in accordance with HUD regulations and pursuant to the needs of the public housing properties.

3. Assist Valley with the submission of their Annual PHA Plan:

- (a) Gather, organize and assist with documents pertaining to the Annual PHA Plan.
- (b) Create the Public Notice and Advertise the Public Hearing to submit Valley's Annual PHA Plan.
- (c) Hold Public Hearing to review Valley's proposed Annual PHA Plan.
- (d) Create a Resolution for Board approval for the submission of Valley's Annual PHA Plan.

- (e) Assist with the submission of the Annual PHA Plan to HUD.

4. Architect and Engineering:

- (a) Enlist the services of Architects and Engineers for the purpose of creating a scope of work and provide construction support for each proposed construction job.
- (b) Create a contract between the Valley and Architects and Engineers for all proposed Capital Fund construction work (Model Form of Agreement).
- (c) Review Architect & Engineer ("A&E") Scope of Work, Design Professional's Construction Cost Estimate, Estimate for Design Services, Asbestos Abatement Checks, Independent Cost Estimates for A&E Services, Price Analysis, Addendum Check and Negotiate A&E Profit and Overhead per contract.

5. Federal Labor Standards Compliance:

- (a) Track and monitor all Capital Fund - Davis Bacon Wage requirements and pay rates for each individual contractor per the enforcement of the Federal Labor Standards Administration in accordance with the Section 12(a) of the Act.
- (b) Review all contractor Certified Payroll.
- (c) Create Certified Payroll files for each contractor, per each construction contract.

6. Construction Contracts / Start-up:

- (a) Create construction files to include:
 - i. Addendums (if applicable)
 - ii. Davis Bacon Wage Determinations – Modification Number & Date
 - iii. A&E Pre-bid meeting notes
 - iv. Advertisement
 - v. Proof of Advertisement
 - vi. Bid-Opening Sign-In Sheet
 - vii. A&E Final Bid Tabulation
 - viii. A&E Bid Recommendation Letter
 - ix. A&E Bidders List
 - x. Price Analysis (A&E) (Valley)
 - xi. Independent Cost Estimate (Valley)
 - xii. Tenant Meeting Notes (if applicable)
 - xiii. Copy of Checks (if applicable)
 - xiv. Green Cards (if applicable)

7. **Construction Contracts / Contract Documents:**

- (a) Letter – Official Award of Contract Notification.
- (b) Create construction contracts.
- (c) Review all Bid, Performance and Payment Bonds – to include a Circular 570 Bonding Company Verification.
- (d) Non-Collusive Affidavit, Contractor Debarment Check/Limited Denial.
- (e) Create requisition for the Contractor Purchase Order.
- (f) Prepare the Resolutions for Board Approval.
- (g) Review all documents to include all exhibits and Section 3 verification.
- (h) Waiver of Liens – Submitted two copies to the Clerk's Office.
- (i) Verify contractor Certificate of Liability Insurance.
- (j) Conduct/Attend Contractor Pre-Bid and Pre-Construction Meetings.
- (k) Create the Notice to Proceed.
- (l) Review all Contractor documents e.g., Schedule of Values, Construction Progress Schedule, Certification for Contractor Payments.
- (m) Review A&E Public Housing Construction Reports.

8. **Construction Close-out Documents:**

- (a) Request/Review all Construction Close-out Documents to Include:
 - i. Substantial Completion Letter from Contractor
 - ii. Complete Construction Punch-List
 - iii. Contractor Warranty Letter
 - iv. Contractor Certificate & Release
 - v. Contractor Final Consent of Surety (From Bonding Company)
 - vi. Contractor Final Periodic Estimate
 - vii. Contractor O & M Manuals
 - viii. Contractor As-Built Drawings
 - ix. Schedule Contractor/Housing Valley 11 Month Warranty Inspection

Finance Department:

- (a) Complete monthly obligation/expenditure reporting in eLOCCS.

- (b) Draw funds from eLOCCS and wire for payment.
- (c) Keep track of eLOCCS Draws and Vendor invoices.

Building Operations and Maintenance Department:

1. Resident Selection and Admission:

- (a) Take applications on appropriate forms from applicants for admission to public housing units.
- (b) Conduct applicant interviews and screenings, including verification of credit references and criminal background checks for all applicants as detailed in Valley's Admissions and Continued Occupancy Policy applicable to public housing units (the "ACOP").
- (c) Conduct verification procedures and determinations of eligibility for admission to public housing units.
- (d) Assist with maintenance of tenant files and waiting list for public housing units.
- (e) Prepare all resident lease agreements on forms approved by Valley and parking permits (if applicable).
- (f) Collect and disburse security deposits, if applicable, in accordance with the terms of each lease agreement and the ACOP.
- (g) A joint inspection of each dwelling unit will be conducted by THA and the new resident prior to move-in and a checklist of the unit's condition will be signed by the resident upon occupancy.
- (h) Prior to a planned move-out, a joint inspection of the unit will be conducted by THA and the resident. Where required repairs exceed normal wear and tear, appropriate charges will be resolved with the resident.
- (i) Conduct annual inspections of occupied units to ascertain the adequacy of care of the unit by the resident and any necessary repairs.
- (j) Conduct all re-determinations of eligibility and re-certifications of income required for occupants of public housing units.

2. Collection of Rents and Other Receipts:

- (a) Collect when due all rents, charges, and other amounts receivable from residents of the public housing units in accordance with the terms of each lease agreement and the provisions of the ACOP.
- (b) Collect, deposit, maintain and disburse resident security deposits in accordance with the terms of each lease agreement and the provisions of the ACOP.

3. Lease Enforcement:

- (a) Terminate and accept terminations of resident lease agreements.

- (b) Settle, compromise and release claims against residents.
- (c) Reinstate resident lease agreements.
- (d) Institute suits to enforce Valley's rights under the lease agreements.
- (e) Take all other required action to enforce the resident lease agreements in effect for the public housing units.
- (f) Conduct any resident grievance procedures as may be required pursuant to the ACOP.

4. Maintenance and Repair:

- (a) Conduct or oversee maintenance and repairs of public housing units, including cleaning, painting, decorating, plumbing, carpentry, grounds care, and such other work as may be necessary to keep the units habitable.
- (b) Provide a system for the receipt and investigation of service, maintenance and repair requests from residents.
- (c) Assist Valley in complying with all orders or requirements affecting the public housing units made by any federal, state, county, or municipal authority having jurisdiction over the units, as well as authorities of the Board of Fire Underwriters or other similar bodies.
- (d) Assist Valley with arranging for utility and other services to the public housing units in accordance with the ACOP, including water, electricity, natural or manufactured gas, fuel oil and sewage, cable and internet, trash disposal, insect and rodent extermination, painting and decorating, laundry facilities, and telephone service for Valley's administrative offices.

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;