



City of Valley Falls

Established 1854

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.

September 18, 2024 6:30 PM
Regular Meeting

CALL TO ORDER
PLEDGE OF ALLEGIANCE
ROLL CALL - City Council and Staff
MINUTES - Regular Meeting of September 4, 2024

PUBLIC COMMENTS & GUESTS:
Public Comment Policy

BUSINESS ITEMS:

1. Code Enforcement Appointments
2. KDHE Loan Agreement
3. Valley Falls Liquor - Economic Development Incentive Approval
4. Grandma's Porch - Economic Development Incentive Approval
5. Casey's Cereal Malt Beverage License
6. The Elevator - Liquor License
7. Brick Street Bourbon Liquor License
8. League of Kansas Municipalities - Voting Delegate - Wesley Lanter
9. KDOT Innovative Tech Contract - Radar Signs
10. City Water Resources Update - Bill McCoy - Wesley Lanter
11. City Lake Revitalization Update - Brett Dallman - Dennis Tichenor

INVOICES - \$112,001.99

REPORTS:

City Administrator
Public Works
Police
Mayor
Fire District
City Council Comments/ Feedback/ Ideas

ANNOUNCEMENTS/ COMMUNICATIONS:

EXECUTIVE SESSION

ADJOURNMENT



City of Valley Falls

Established 1854

CITY OF VALLEY FALLS September 4th 2024

Meeting Minutes

The meeting was called to order at 6:30 p.m. by Mayor Jeanette Shipley.

Council members present: Dennis Tichenor, Brett Dallman, Kevin Loy, Jennifer Ingraham, Jason Heinen

Staff members present: Carolyn Clark (Chief of Police), Bill McCoy (Public Works Director), Wes Lanter (City Admin)
Destiny Schrick (city clerk), Andrew Werring (Attorney)

Guest present: Dianne Heinen, Scott Heinen, Student from VFHS

Meeting Minutes:

- August 21, 2024 Jason Heinen made the motion, Seconded by Dennis Tichenor 5-0 pass

RNR Public Hearing – No Public Comment

Budget Hearing – No Public Comment

Public Comment

Dianne Heinen- Accounts payable question

Business Items

- Revenue Neutral Rate Brett Dallman made the motion to exceed the RNR rate of 24.185 mills for the 2025 year Resolution 2024-9, Seconded by Kevin Loy 5-0 pass via roll call vote.
- 2025 Budget Dennis Tichenor made the motion to adopt the 2025 budget as presented, Seconded by Brett Dallman 5-0 pass
- K9 Nylah sworn into office
- Mayor Jeanette Shipley read the Constitution Week proclamation
- City Lake Revitalization – Low Water Crossing has been completed. 6 water line breaks have been repaired. Working with the Kansas Water Office to get more information on the lake & line. A possible extra well could still be connected to the spring line, Brett is working on the location and will reach out to the current land owner.
- City water resource update – No progress until the spring lake line is completed. Public works will work with RWD #3 to get everything tested. The River cleanup is spring of 2026 for the national guard to remove the silt, trees & concrete bridge support from the river.
- Donation of a 4-family pool pass for the Rotary Club benefit gala Jason Heinen made the motion, Seconded by Brett Dallman 5-0 pass
- Party in the Park October 26th: Wes & Destiny will work on setting everything up.
- City Wide clean-up October 19th
- Jennifer Ingraham verbally resigned from the City Council.
- Approval of Invoices (69,597.64) Brett Dallman made the motion, Seconded by Kevin Loy 4-0 pass

Reports

- Admin: Working on grants for the city. Communicating with PEC to create a legal description for the new business district boundaries and the lake survey. SS4A open house in October. We are going to look at using ARPA money to bring the sidewalks at Oak & 16 Highway up to ADA requirements so we can reinstall the crosswalk on 16 Highway.
- Public Works: Has fixed 6 breaks in spring line, coordinating with KRWA to locate line so it can be GPS located in the future, water main leak on maple. Three trees will be removed from the city park. The city council wants to rock the riverboat ramp parking lot. Bill suggests rocking both sides of the low water crossing in 3" rock and rocking the north and south sides of the ramp in 6" rock.
- Police: DAWN work. Chief Clark and K9 Apollo attend KHP training on October 9th for five weeks

Announcements:

- Community Match Day is September 21st. The city has 3 funds: City Pool, Brick Street & K9 fund.
- Grasshopper Falls Day
- Junk Fest
- October Fest
- We are accepting letters of interest for the code enforcement committee. We are looking for a 3-person committee consisting of a council member, a citizen, and a business representative. The deadline for letters is September 17th at 5:00 pm.

Adjournment

Jason Heinen made the motion, seconded by Dennis Tichenor to adjourn the meeting. The motion passed 54-0. The meeting adjourned at 7:20pm

APPROVED: _____
Jeanette Shipley, Mayor

Attest: _____
Destiny Schrick, City Clerk



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.



City of Valley Falls

Established 1854

To whom it may concern

The City of Valley Falls is looking to create a code enforcement committee to oversee code enforcement for the City of Valley Falls. This committee will include 1 city council member, 1 citizen, and 1 business owner. Interest letters will be accepted until September 17th at 5:00 pm. Please send a letter of interest to city hall at 417 Broadway Valley Falls, KS 66088, or email the letter to cityadmin@valleyfalls.org.

Thank You,

City Council
City of Valley Falls
www.valleyfalls.org
(785) 945-6612

Division of Environment
Curtis State Office Building
1000 SW Jackson St., Suite 400
Topeka, KS 66612-1367



Phone: 785-296-1535
Fax: 785-559-4264
www.kdheks.gov

Janet Stanek, Secretary

Laura Kelly, Governor

July 17, 2024

Mr. Wesley Lanter, City Administrator
City of Valley Falls
417 Broadway
Valley Falls, Kansas 66088

Re: KWPCRF Project No.: C20 3043 01

Dear Mr. Lanter:

Two copies of Amendment No. 3 to the Loan Agreement for the referenced project are enclosed for your review. This Third Amendment decreases the amount of the loan to \$1,295,286.94. If acceptable, please sign both copies, keep one copy for the city's records and return the other copy to KDHE. Since the Amendment decreases the loan amount, a new ordinance, proof of public, meeting minutes, and attorney opinion letter will not be necessary.

Please call Brenda Diegel at (785) 296-4262, if you have any questions.

Sincerely yours,

Division of Environment

A handwritten signature in blue ink, appearing to read "Cara C. Hendricks".

Cara C. Hendricks, P.E.
Chief, Municipal Programs
Bureau of Water

Enclosure
Third Amendment

pc: Northeast District
Cara Hendricks/2.1 File w/enclosure

THIRD AMENDMENT TO THE
LOAN AGREEMENT

By and Between

THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT
ACTING ON BEHALF OF
THE STATE OF KANSAS

AND

CITY OF VALLEY FALLS, KANSAS
KWPCRF PROJECT NO.: C20 3043 01

ORIGINAL LOAN AGREEMENT
EFFECTIVE AS OF FEBRUARY 8, 2022

AMENDMENT NO.: 3
EFFECTIVE AS OF MAY 13, 2024

Third Amendment to
the Loan Agreement by and between the
Kansas Department of Health and Environment
Acting on Behalf of the State of Kansas
and the City of Valley Falls, Kansas
Effective As of May 13, 2024

WHEREAS, the City of Valley Falls, Kansas (the Municipality) has entered into a Loan Agreement with the Kansas Department of Health and Environment, acting on behalf of the State of Kansas, effective as of February 8, 2022 (the "Loan Agreement"); and

WHEREAS, said Loan Agreement was entered into for the benefit of the Municipality, KWPCRF Project No. C20 3043 01; and

WHEREAS, the Municipality and KDHE hereby determines that it is necessary to amend certain exhibits to the Loan Agreement, and

WHEREAS, this Third Amendment to the Loan Agreement is entered into and effective as of May 13, 2024;

THEREFORE, the Loan Agreement is amended as follows:

SECTION 1. Article II, Loan Terms, Section 2.01, Amount of Loan and Exhibit B of the LOAN AGREEMENT BY AND BETWEEN THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT AND THE CITY OF VALLEY FALLS, KANSAS are/is hereby amended to read as set forth on the pages attached hereto.

SECTION 2. Except as herein specifically set out, the Loan Agreement is confirmed and ratified.

IN WITNESS WHEREOF, KDHE and the City of Valley Falls have caused this Third Amendment to the Loan Agreement for the Municipality to be executed, sealed and delivered, effective as of May 13, 2024.



The KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT, acting on behalf of THE STATE OF KANSAS

By Janet Stanek
Janet Stanek
Secretary
Kansas Department of Health and Environment

Date: 7/12/24

VALLEY FALLS, KANSAS

By _____

Title: _____

(Seal)

ATTEST:

By _____

Title:

The "Municipality"

Date: _____

ARTICLE II

LOAN TERMS

Section 2.01. Amount of the Loan. Subject to all of the terms, provisions and conditions of this Loan Agreement, and subject to the availability of State and Federal funds, KDHE will loan an amount not to exceed ~~One Million Three Hundred Twenty Nine Thousand Seven Hundred Twenty Nine Dollars [\$1,329,729.00]~~ One Million Two Hundred Ninety Five Thousand Two Hundred Eighty Six Dollars Ninety Four Cents [\$1,295,286.94] to the Municipality to pay the costs of the Project described in Exhibit A hereto. The final actual amount of the Loan may be reduced without revision of any other terms, provisions or conditions of this Loan Agreement, other than the Loan Repayment Schedule (Exhibit B hereto), to reflect reductions in the estimated or actual total Project Costs as impacted by opening of bids for construction, change orders, final actual costs, and prepayments. The Municipality shall be responsible for any costs incurred by the Municipality in connection with the Project in addition to the amount of the Loan. An amendment to Exhibit B must be accomplished by an Amendment to the Loan Agreement executed by all parties.

EXHIBIT B
LOAN REPAYMENT SCHEDULE
(See Page 6)

DEDICATED SOURCE OF REVENUES AND LOAN REPAYMENT SCHEDULE

Dedicated Source of Revenue.

The Municipality shall impose and collect such rates, fees 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 the 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 that the System Revenues are insufficient to meet the obligations 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.

The Loan Repayment Schedule

The Municipality and KDHE have agreed that interest becoming due semiannually on the Loan during the construction period for the Project may be capitalized and repaid as a part of the Loan. In this regard, KDHE shall give the Municipality written notice of each semiannual installment of interest becoming due during the construction period. At its option, the Municipality may elect to pay such amounts, and if so elected, must pay such amounts within 30 days of receipt of the notice of their becoming due. If the Municipality does not elect to pay such amounts within 30 days of receipt of such notice, the amount then due and owing as semiannual interest on the Loan shall be capitalized and added to the principal amount of the Loan and shall bear interest at the rate of interest set forth in Section 2.02 hereof.

KANSAS WATER POLLUTION CONTROL REVOLVING FUND

Actual Draws - Actual Interest Rate
 Amortization of Loan Costs as of 5/13/2024 - FINAL

Project Principal: 1,295,286.94
 Interest During Const.: 0.00
 Service Fee During Const.: 0.00
 Gross Loan Costs: 1,295,286.94

Prepared for:
 City of Valley Falls, Project No. C20 3043 01

<u>Gross Interest Rate Allocation</u>	thru 9/1/2027	after 9/1/2027	Gross Interest Rate:	1.28%
Service Fee Rate:	1.03%	0.25%	First Payment Date:	3/1/2024
Net Loan Interest Rate:	0.25%	1.03%	Number of Payments:	40

Payment Number	Payment Date	Beginning Balance	Interest Payment	Principal Payment	Service Fee	Total Payment	Ending Balance
1	3/1/2024	1,295,286.94	513.78	100.00	2,116.75	2,730.53	1,295,186.94
2	9/1/2024	1,295,186.94	1,133.78	31,755.71	4,671.15	37,560.64	1,263,431.23
3	3/1/2025	1,263,431.23	1,579.29	29,474.68	6,506.67	37,560.64	1,233,956.55
4	9/1/2025	1,233,956.55	1,542.45	29,663.31	6,354.88	37,560.64	1,204,293.24
5	3/1/2026	1,204,293.24	1,505.37	29,853.16	6,202.11	37,560.64	1,174,440.08
6	9/1/2026	1,174,440.08	1,468.05	30,044.22	6,048.37	37,560.64	1,144,395.86
7	3/1/2027	1,144,395.86	1,430.49	30,236.51	5,893.64	37,560.64	1,114,159.35
8	9/1/2027	1,114,159.35	1,392.70	30,430.02	5,737.92	37,560.64	1,083,729.33
9	3/1/2028	1,083,729.33	5,581.21	30,624.77	1,354.66	37,560.64	1,053,104.56
10	9/1/2028	1,053,104.56	5,423.49	30,820.77	1,316.38	37,560.64	1,022,283.79
11	3/1/2029	1,022,283.79	5,264.76	31,018.03	1,277.85	37,560.64	991,265.76
12	9/1/2029	991,265.76	5,105.02	31,216.54	1,239.08	37,560.64	960,049.22
13	3/1/2030	960,049.22	4,944.25	31,416.33	1,200.06	37,560.64	928,632.89
14	9/1/2030	928,632.89	4,782.46	31,617.39	1,160.79	37,560.64	897,015.50
15	3/1/2031	897,015.50	4,619.63	31,819.74	1,121.27	37,560.64	865,195.76
16	9/1/2031	865,195.76	4,455.76	32,023.39	1,081.49	37,560.64	833,172.37
17	3/1/2032	833,172.37	4,290.84	32,228.33	1,041.47	37,560.64	800,944.04
18	9/1/2032	800,944.04	4,124.86	32,434.60	1,001.18	37,560.64	768,509.44
19	3/1/2033	768,509.44	3,957.82	32,642.18	960.64	37,560.64	735,867.26
20	9/1/2033	735,867.26	3,789.72	32,851.09	919.83	37,560.64	703,016.17
21	3/1/2034	703,016.17	3,620.53	33,061.34	878.77	37,560.64	669,954.83
22	9/1/2034	669,954.83	3,450.27	33,272.93	837.44	37,560.64	636,681.90
23	3/1/2035	636,681.90	3,278.91	33,485.88	795.85	37,560.64	603,196.02
24	9/1/2035	603,196.02	3,106.46	33,700.18	754.00	37,560.64	569,495.84
25	3/1/2036	569,495.84	2,932.90	33,915.87	711.87	37,560.64	535,579.97
26	9/1/2036	535,579.97	2,758.24	34,132.93	669.47	37,560.64	501,447.04
27	3/1/2037	501,447.04	2,582.45	34,351.38	626.81	37,560.64	467,095.66
28	9/1/2037	467,095.66	2,405.54	34,571.23	583.87	37,560.64	432,524.43
29	3/1/2038	432,524.43	2,227.50	34,792.48	540.66	37,560.64	397,731.95
30	9/1/2038	397,731.95	2,048.32	35,015.16	497.16	37,560.64	362,716.79
31	3/1/2039	362,716.79	1,867.99	35,239.25	453.40	37,560.64	327,477.54
32	9/1/2039	327,477.54	1,686.51	35,464.78	409.35	37,560.64	292,012.76
33	3/1/2040	292,012.76	1,503.87	35,691.75	365.02	37,560.64	256,321.01
34	9/1/2040	256,321.01	1,320.05	35,920.19	320.40	37,560.64	220,400.82
35	3/1/2041	220,400.82	1,135.06	36,150.08	275.50	37,560.64	184,250.74
36	9/1/2041	184,250.74	948.89	36,381.44	230.31	37,560.64	147,869.30
37	3/1/2042	147,869.30	761.53	36,614.27	184.84	37,560.64	111,255.03
38	9/1/2042	111,255.03	572.96	36,848.61	139.07	37,560.64	74,406.42
39	3/1/2043	74,406.42	383.19	37,084.44	93.01	37,560.64	37,321.98
40	9/1/2043	37,321.98	192.21	37,321.98	46.45	37,560.64	0.00
		Totals	105,689.11	1,295,286.94	66,619.44	1,467,595.49	

KEEP THIS LICENSE POSTED CONSPICUOUSLY AT ALL

No.

License #

Fee: \$125.00

DEALER RETAIL LICENSE

Cereal Malt Beverage

This License is hereby granted to

CASEY'S #4404



to sell at retail Cereal Malt Beverages for sale in original and unopened containers and not for consumption on the premises at 1420 K4 Hwy, Valley Falls, KS 66088 in the City of Valley Falls in Jefferson County, Kansas.

Application therefor, on file in the office of the City Clerk of said City, having been approved by the governing body of such City as provided by the Laws of Kansas and the rules, regulations, and ordinances pertaining thereto.

This license will expire September 18, 2025, unless sooner revoked, is not transferable, nor will any refund of the fee be allowed thereon.

Given under our hands and the corporate seal of said City, this 18th Day of September, 2024.



Mayor

City Clerk

City Treasurer



KEEP THIS LICENSE POSTED CONSPICUOUSLY AT ALL

Permit No. 2024-03

Fee: \$300.00



Liquor License

Drinking Establishment

The City of Valley Falls hereby grants to

THE ELEVATOR



to sell alcoholic beverages on the premises at 305 Maple Street, Valley Falls, KS 66088
in the City of Valley Falls in Jefferson County, Kansas.

Application therefor, on file in the office of the City Clerk of said City, having been approved by the governing body of such City as provided by the Laws of Kansas and the rules, regulations, and ordinances pertaining thereto.

This license will expire November 15, 2025, unless sooner revoked, is not transferable, nor will any refund of the fee be allowed thereon.

Given under our hands and the corporate seal of said City, this 18 Day of September, 2024.



Mayor

City Clerk

City Treasurer



KEEP THIS LICENSE POSTED CONSPICUOUSLY AT ALL

Permit No. 2024-02

Fee: \$300.00



Liquor License

Drinking Establishment

The City of Valley Falls hereby grants to

BRICKSTREET BOURBON LLC



to sell alcoholic beverages on the premises at 412 Broadway Street, Valley Falls, KS 66088
in the City of Valley Falls in Jefferson County, Kansas.

Application therefor, on file in the office of the City Clerk of said City, having been approved by the governing body of such City as provided by the Laws of Kansas and the rules, regulations, and ordinances pertaining thereto.

This license will expire November 15, 2025, unless sooner revoked, is not transferable, nor will any refund of the fee be allowed thereon.

Given under our hands and the corporate seal of said City, this 18 Day of September, 2024.



Mayor

City Clerk

City Treasurer



PROJECT NO. KA-7422-01
INNOVATIVE TECHNOLOGY PROGRAM
CITY OF VALLEY FALLS, KANSAS

GRANT AGREEMENT

This Grant Agreement (“Agreement”) is by and between the **Secretary of Transportation, Kansas Department of Transportation (“KDOT”)** (the “Secretary”), and the **City of Valley Falls, Kansas (“Recipient”)**, collectively referred to as the “Parties.” This Agreement shall govern certain activities and responsibilities to be conducted by the Recipient on behalf of the Secretary.

RECITALS

A. As authorized by the Kansas Legislature through K.S.A. § 68-2314c(h) and K.S.A. § 75-5093, the Secretary has developed an Innovative Technology Grant Program (“Program”) under the Eisenhower Legacy Transportation Program.

B. The Program provides financial assistance to eligible applicants for eligible innovative technology projects (“Eligible Projects”) that improve safety, increase total technology investment, and help both rural and urban areas of the state improve the transportation system.

C. The Recipient desires to participate in the Program and has submitted an application to the Secretary to participate in the Program and receive financial assistance for an innovative technology project.

D. The Secretary has determined the Recipient meets the Program’s eligibility requirements and desires to grant an Award of Program funds to the Recipient to administer the Program in accordance with federal, state, and local laws and guidelines promulgated thereunder, in addition to the provisions found in and incorporated into this Agreement.

E. The Secretary and the Recipient are empowered by the laws of Kansas to enter into agreements for the construction of transportation projects in the state of Kansas.

F. Cities and counties are, under certain circumstances, entitled to receive assistance in the financing of the construction and reconstruction of streets and state highways, provided however, in order to be eligible for such state aid, such work is required to be done in accordance with the laws of Kansas.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the Parties hereby agree as follows:

ARTICLE I: DEFINITIONS

The following terms as used in this Agreement have the designated meanings:

1. **“Agreement”** means this written document, including all attachments and exhibits, evidencing the legally binding terms and conditions of the agreement between the Parties.
2. **“Construction”** means the work done on the Project after Letting, consisting of building, altering, repairing, improving, or demolishing any structure, building or highway; any drainage, dredging, excavation, grading, or similar work upon real property.
3. **“Construction Contingency Items”** means unforeseeable elements of cost within the defined project scope identified after the Construction phase commences.
4. **“Construction Engineering”** means inspection services, material testing, engineering consultation, and other reengineering activities required during Construction of the Project.
5. **“Consultant”** means any engineering firm or other entity retained to perform services for the Project.
6. **“Contractor”** means the entity awarded the construction contract for the Project, if applicable, and any subcontractors working for the Contractor with respect to the Project.
7. **“Design Plans”** means design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies necessary for the Project under this Agreement.
8. **“Effective Date”** means the date this Agreement is signed by the Secretary or the Secretary’s designee.
9. **“Encroachment”** means any building, structure, farming, vehicle parking, storage or other object or thing, including but not limited to signs, posters, billboards, roadside stands, fences, or other private installations, not authorized to be located within the Right of Way which may or may not require removal during Construction pursuant to the Design Plans.
10. **“Federal, state, and local laws”** means all applicable statutes, rules, regulations, executive orders, directives, and other laws, including all laws as presently in effect and as may be amended or otherwise altered during the term of this Agreement, and all such laws which may be enacted or otherwise become effective during the term of this Agreement.
11. **“Final Report”** means a summary prepared by the Recipient describing Project deployment and expected outcomes, which the Recipient shall submit to the Secretary no later than six months following completion of the project.

12. **“Innovative Technology Grant Program”** or **“Program”** means the grant program as described in K.S.A. § 68-2314c(h), which provides funding for eligible multimodal transportation-related innovative technology projects in accordance with K.S.A. § 75-5093, and amendments thereto, that meet an important transportation need such as improving safety, access, and/or mobility while increasing the state’s total technology investment in rural and urban areas of the state.

13. **“Inspector”** means an individual who is a Licensed Professional Engineer or is supervised by a Licensed Professional Engineer; is provided by the Recipient to observe the work performed and test the materials used in an approved project according to its plans and contract documents; and has successfully completed KDOT’s certified inspector training appropriate for the work being inspected.

14. **“KDOT”** means the Kansas Department of Transportation, an agency of the State of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS, 66603-3745.

15. **“Licensed Professional Engineer”** means a person licensed as a professional engineer by the state board of technical professions pursuant to K.S.A. § 74-7001, *et seq.*, and amendments thereto.

16. **“MUTCD”** means the latest version of the Manual on Uniform Traffic Control Devices as adopted by the Secretary.

17. **“Non-Participating Costs”** means the costs of any items or services which the Secretary, acting on the Secretary’s own behalf, reasonably determines are not an integral part of the Project.

18. **“Participating Costs”** means expenditures for items and/or services that are (1) an integral part of the Project, as reasonably determined by the Secretary, and; (2) eligible for reimbursement by the Secretary using Program funds.

19. **“Parties”** means the Secretary of Transportation and KDOT, individually and collectively, and the Recipient.

20. **“Preliminary Engineering”** or **“PE”** means the necessary and integral Project pre-construction activities and/or services which include, but are not limited to, the preparation of Design Plans and other such work and/or services necessary for and integral to the Project before the Recipient Lets or Constructs the Project. Such activities and/or services may be performed by the Recipient but are generally performed by a consulting engineering firm.

21. **“Procurement”** means the purchase of two radar speed signs in accordance with any applicable federal, state, and/or local requirements.

22. **“Project”** means the endeavor undertaken by the Recipient that is the subject of this Agreement to purchase and install two radar speed signs in Valley Falls, Kansas..

23. **“Project Application”** means the Recipient’s Innovative Technology Project Application for Program funds, which includes Project Details, which is incorporated into this Agreement by this reference.

24. **“Project Completion Date”** means the date by which the Project is required to be completed. The Project Completion Date shall be December 31, 2024.

25. **“Project Details”** means the information listed in the attached **Exhibit A**, which is incorporated into and made a part of this Agreement by this reference.

26. **“Project Limits”** means that area of Construction for the Project, including all areas between and within the Right of Way boundaries as shown on the Design Plans.

27. **“Recipient”** means the City of Valley Falls, with its principal place of business located at 417 Broadway St, Valley Falls, KS 66088.

28. **“Right of Way”** means the real property and interests therein necessary for Construction of the Project, including fee simple title, dedications, permanent and temporary easements, and access rights, as shown on the Design Plans.

29. **“Secretary”** means the Secretary of Transportation of the State of Kansas, the Secretary’s successors and assigns, and KDOT, individually and collectively.

30. **“Utilities” or “Utility”** means all privately, publicly, or cooperatively owned lines, facilities, and systems for producing, transmitting, or distributing communications, power, electrical, light, heat, gas, oil, crude products, water, steam, waste, and other similar commodities, including non-transportation fire and police communication systems which directly or indirectly serve the public.

ARTICLE II: FUNDING COMMITMENTS

1. **Funding.** The Parties agree costs and contributions are estimates to be used for encumbrance purposes and may be subject to change.

The total estimated Project cost is \$8,290.00, and shall be apportioned as follows:

Federal/State Share for Construction Only: \$6,217.00

Local Share: \$2,073.00

Additional details about funding for this Project are included in the Application’s Project Budget, which is attached to and incorporated into this Agreement by this reference.

ARTICLE III: SECRETARY’S RIGHTS AND RESPONSIBILITIES

1. **Reimbursement Payments.** The Secretary shall make partial payments to the Recipient for amounts not less than \$1,000.00 and no more frequently than monthly only after receipt of proper billing from the Recipient, and if the Project involves Construction, approval by a Licensed Professional Engineer, a licensed professional architect, and/or licensed landscape architect, as applicable, employed by the Recipient that the Project is being constructed within substantial compliance of the Design Plans and the Project Application.

2. **Technical Assistance.** The Secretary shall provide the Recipient, upon its request, with technical advice and assistance regarding the Project.

ARTICLE IV: RECIPIENT'S RIGHTS AND RESPONSIBILITIES

1. **Authority.** By signing this Agreement, the Recipient certifies that the signatory has legal and actual authority as representative and agent for the Recipient to enter into this Agreement. The Recipient shall take any administrative, legal, or other steps necessary to give full effect to the terms of this Agreement.

2. **Authorization to Secure Benefits of State Funding.** The Recipient authorizes the Secretary to take such steps as deemed necessary or advisable by the Secretary to secure the benefits of state aid for this Project.

3. **Compliance with Federal and State Laws.** The Parties agree to comply with all appropriate state and federal laws and regulations applicable to this Project.

4. **Design Provisions.**

(a) If the Project involves Construction, the following provisions apply:

(i) **Preparation and Completion of Design Plans.** The Recipient shall prepare or have prepared Design Plans for the Project, which shall comply with the Board of Technical Professions requirements and be completed no later than the Project schedule's due dates as set by the Secretary, exclusive of uncontrolled delays.

(ii) **Submission of Plans to Secretary.** The Recipient shall submit to the Secretary a complete copy of the Design Plans for the Project by a Licensed Professional Engineer, a licensed professional architect, and/or licensed landscape architect, as applicable, attesting to the conformity of the Design Plans with subsection (a)(iv) of Article IV, paragraph 4. If applicable, the Design Plans shall be signed and sealed by the Licensed Professional Engineer, licensed professional architect, and/or licensed landscape architect, as applicable, responsible for preparation of the Design Plans. Geological investigations or studies shall be signed and sealed by either a licensed geologist or Licensed Professional Engineer who is responsible for the preparation of the geological investigations or studies. All technical professionals

involved in the Project are required to meet the applicable licensing, certification, and other requirements as stated in K.S.A. § 74-7001, *et seq.*

- (iii) Responsibility for Adequacy of Design. The Recipient shall be responsible for and require any Consultant the Recipient retains for the Project to be responsible for the adequacy and accuracy of the Design Plans for the Project. Any review of these items performed by the Secretary or the Secretary's representatives is not intended to and shall not be construed to be an undertaking of the Recipient's or any of the Recipient's Consultant's duty to provide adequate and accurate Design Plans for the Project. Reviews by the Secretary are not done for the benefit of the Consultant, the construction Contractor, the Recipient, any other political subdivision, or the traveling public. The Secretary makes no representation or any express or implied warranty to any person or entity concerning the adequacy or accuracy of the Design Plans for the Project, or any other work performed by the Consultant or the Recipient.
- (iv) Conformity of Plans. The Recipient shall accurately and adequately design and construct or have the Project accurately and adequately designed and constructed, in conformity with federal, state, and local laws and design criteria appropriate for the Project. The Secretary makes no representation or any express or implied warranty to any person or entity concerning the adequacy or accuracy of the Design Plans for the Project, or any other work performed for the Project by or for the Recipient.
- (v) Retention of Design Plans. The Recipient shall maintain a complete set of reproducible Design Plans, as-built prints, approved shop drawings, and structural materials certification for five (5) years after the Project's completion. The Recipient shall make such reproducible prints, drawings, and certifications available for inspection by the Secretary upon the Secretary's request. The Recipient shall provide access to or copies of all the above-mentioned documents to the Secretary.
- (vi) Project Testing and Deployment. The Recipient shall test and deploy the Project in accordance with the Project Application and, if applicable, the Design Plans.

(b) If the Project involves software or technology infrastructure, such software or technology infrastructure shall be designed by a certified professional.

5. **Traffic Control.** If the Project involves Construction, the Recipient agrees to the following with regard to traffic control for the Project:

(a) **Temporary Traffic Control.** The Recipient shall provide a temporary traffic control plan within the Design Plans, which includes the Recipient's plan for handling multi-modal traffic during Construction, including detour routes and road closings, if necessary, and installation of alternate or temporary pedestrian accessible paths to pedestrian facilities in the public Right of Way within the Project Limits. The Recipient's temporary traffic control plan must be in conformity with the latest version of the MUTCD, as adopted by the Secretary, and be in compliance with the American Disabilities Act of 1990 (ADA) as amended by the ADA Amendments Act of 2008, implementing regulations at 28 C.F.R. Part 35, and Federal Highway Administration (FHWA) rules, regulations, and guidance pertaining to the same.

(b) **Permanent Traffic Control.** The location, form, and character of informational, regulatory, and warning signs of traffic signals, and of curb and pavement or other markings installed or placed by any public authority, or other agency as authorized by K.S.A. § 8-2005, must conform to the latest version of the MUTCD as adopted by the Secretary.

(c) **Parking Control.** The Recipient shall control parking of vehicles within the Project Limits throughout the length of the Project covered by this Agreement.

(d) **Traffic Movements.** The arterial characteristics inherent in the Project shall be uniform in information and regulations to the end that traffic may be safely and expeditiously served. The Recipient shall adopt and enforce rules and regulations governing traffic movements deemed necessary and/or desirable by the Secretary.

6. **Funding Terms and Conditions.**

(a) **Procurement.** If the Project involves Procurement, the following provisions apply:

- (i) **Methods of Procurement.** The Recipient shall procure services and items including, but not limited to, any equipment and materials that are necessary to complete the Project in accordance with documented procurement methods of either the Recipient or the Secretary.
- (ii) **Procurement of Items and Services.** The Recipient shall procure all items and services necessary to complete the Project in accordance with the Project Application and Design Plans. The Recipient shall submit to the Secretary one (1) invoice showing the quantity and type of each item and/or service procured for the Project.
- (iii) **Procurement Documentation.** The Recipient shall separately list and itemize all Participating Cost procurement items and/or services from the Non-Participating procurement items and/or services on the Final Design Plans and procurement documents.

(iv) Itemization of Participating Costs. The Recipient shall submit to the Secretary an itemized list of all Participating Cost items and/or services to be used in the Project. If the Recipient submits an incomplete list of all Participating Cost items and/or services to be used for the Project, the incomplete list will be returned to the Recipient which may result in a delay of reimbursement payments to the Recipient.

(b) Reimbursement Payments. Reimbursement payments made to the Recipient by the Secretary shall only be made after receipt of proper billing and approval by the Recipient that the Project is in substantial compliance with the Project Application, and if the Project involves Construction, a Licensed Professional Engineer, a licensed professional architect, and/or licensed landscape architect, employed by the Recipient that the Project is being constructed within substantial compliance of the Design Plans and Project Application.

(c) Payment of Consultants and Contractors. The Recipient shall remit all payments due to each party the Recipient retains for the purpose of completing the Project which includes, but is not limited to, Consultants and Contractors, the portion of cost borne by the Secretary, in a timely manner upon the Recipient's receipt of invoices itemizing all expenses for which payment is due.

(d) Repayment. If the Project involves procurement of equipment, the Recipient acknowledges and warrants equipment purchased under this Agreement shall be used in accordance with the Project scope detailed in the Project Application. If the equipment is not being used during its customary useful life under industry standards or not in accordance with the Project scope, the Recipient shall reimburse the Secretary for the cost of such equipment less any depreciation value. The Recipient shall make payment within thirty (30) days after receiving notice from the Secretary for reimbursement of the purchase cost minus depreciation.

(e) Prior Costs Incurred. The Recipient shall be responsible for one hundred percent (100%) of any Project costs incurred by the Recipient for the Project prior to the funding for the Project being authorized, obligated, and approved by the Secretary.

7. **Accountability for Funds.**

(a) Cost Accounting. Upon request by the Secretary, and in order to enable the Secretary to report all costs of the Project to the legislature, the Recipient shall provide the Secretary an accounting of all actual Non-Participating Costs which are paid directly by the Recipient to any party outside of the Secretary and all costs incurred by the Recipient not to be reimbursed by the Secretary for any phase or any other major expense associated with the Project.

(b) Project Audits. The Recipient shall participate and cooperate with the Secretary in any audit of the Project. The Recipient shall make its records and books available to representatives of the Secretary for audit for a period of five (5) years after date of final payment under this Agreement. If any such audits reveal payments have been made with state

funds by the Recipient for items considered Non-Participating Costs, the Recipient shall promptly reimburse the Secretary for such items upon notification by the Secretary.

(c) Retention of Records. The Recipient shall maintain accounting records and other evidence pertaining to the costs incurred and make the records available at its office at all reasonable times during the period of Agreement performance and for five (5) years thereafter. Such accounting records and other evidence pertaining to the costs incurred shall be made available for inspection by the Secretary or the Secretary's authorized representatives, and copies thereof shall be furnished if requested.

(d) Cancellation by Recipient. If the Recipient cancels the Project, it shall reimburse the Secretary for any costs incurred by the Secretary prior to the cancellation of the Project. The Recipient agrees to reimburse the Secretary within thirty (30) days after receipt by the Recipient of the Secretary's statement of the cost incurred by the Secretary prior to the cancellation of the Project.

8. Project Documents.

(a) Seals and Signatures. If applicable, the Recipient shall comply with all federal, state, and local laws and regulations governing the requirements for the sealing and signing of Project documents in accordance with K.A.R. 66-6-1.

(b) Reports. The Recipient shall submit to the Secretary a Final Report, which shall include a summary of Project deployment and expected outcomes, no later than six (6) months following completion of the Project.

9. Certifications and Compliance Provisions.

(a) Certification Regarding No Boycott of Israel. If the total value of this Agreement exceeds \$100,000.00, a **Certification of Company Not Currently Engaged in a Boycott of Goods or Services from Israel** shall be attached to and incorporated into this Agreement.

(b) Certification Regarding Sexual Harassment. If the Recipient is not a local public authority, the Recipient shall comply with Executive Order 18-04 (February 5, 2018), by signing the **Policy Regarding Sexual Harassment Attachment**, which shall be attached to and incorporated into this Agreement by this reference.

(c) Compliance with Federal and State Laws. The Recipient shall comply with all applicable state and federal laws and regulations. The Recipient represents and warrants that any Contractor and/or Consultant performing any services on the Project shall also comply with all applicable state and federal laws and regulations.

(d) K.S.A. § 46-239(c) Certification. If the Recipient is not a local public authority, the Recipient shall certify its compliance with K.S.A. § 46-239(c) by signing the **Certification of**

Compliance with K.S.A. § 46-239(c) Attachment, which shall be attached to and incorporated into this Agreement by this reference.

(e) Nondiscrimination and Workplace Safety. The Recipient shall comply with all federal, state, and local laws, and rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violations of applicable laws, rules, or regulations may result in termination of this Agreement.

10. **Incorporation of Project Application**. The Recipient shall undertake and complete the Project in conformance with the Project Application, which is incorporated into this Agreement by this reference, and in accordance with the terms and conditions of this Agreement.

11. **Indemnification by Recipient**. To the extent permitted by law and subject to the maximum liability provisions of the Kansas Tort Claims Act, the Recipient shall defend, indemnify, hold harmless, and save the Secretary and the Secretary's authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property, or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by the Recipient, the Recipient's agents, employees, or subcontractors. The Recipient shall not be required to defend, indemnify, hold harmless, and save the Secretary for negligent acts or omissions of the Secretary or the Secretary's authorized representatives or employees.

12. **Corrective Work**. Representatives of the Secretary may make periodic inspection of the Project and the records of the Recipient as may be deemed necessary or desirable. The Recipient will direct or cause its contractor to accomplish any corrective action or work required by the Secretary's representative as needed for a determination of state participation. The Secretary does not undertake (for the benefit of the Recipient, the Contractor, the Consultant, or any third party) the duty to perform day-to-day detailed inspection of the Project or to catch the Contractor's errors, omissions, or deviations from the Project Application and, if applicable, the Design Plans.

13. **Contracting by Recipient**. If the Project involves Construction, the following provisions shall apply:

(a) Consultant Contract Language. The Recipient shall include language requiring conformity with subsection (a)(iv) of Article IV, paragraph 4, in all contracts between the Recipient and any Consultant with whom the Recipient has contracted to perform services for the Project. In addition, any contract between the Recipient and any Consultant retained by them to perform any of the services described or referenced in this paragraph for the Project covered by this Agreement must contain language requiring conformity with subsection (a)(iv) of Article IV, paragraph 4. In addition, any contract between the Recipient and any Consultant with whom the Recipient has contracted to prepare and certify Design Plans for the Project covered by this Agreement must also contain the following provisions:

(i) Completion of Design. Language requiring completion of all plan development stages no later than the current Project schedule's due dates as issued by KDOT, exclusive of delays beyond the Consultant's control.

- (ii) Progress Reports. Language requiring the Consultant to submit to the Recipient (and to the Secretary upon request) progress reports at monthly or at mutually agreed intervals in conformity with the official Project schedule.
- (iii) Third-Party Beneficiary. Language making the Secretary a third-party beneficiary in the agreement between the Recipient and the Consultant. Such language shall read:

“Because of the Secretary of Transportation of the State of Kansas’ (Secretary’s) obligation to administer state funds, federal funds, or both, the Secretary shall be a third-party beneficiary to this agreement between the Recipient and the Consultant. This third-party beneficiary status is for the limited purpose of seeking payment or reimbursement for damages and costs the Secretary or the Recipient or both incurred or shall incur because the Consultant failed to comply with its contract obligations under this Agreement or because of the Consultant’s negligent acts, errors, or omissions. Nothing in this provision precludes the Recipient from seeking recovery or settling any dispute with the Consultant as long as such settlement does not restrict the Secretary’s right to payment or reimbursement.”

(b) Performance Bond. The Recipient shall require the Contractor to provide a performance bond in a sum not less than the amount of the contract as awarded.

(c) Sworn Statements of Third Parties. The Recipient shall require each third party it has retained for the Project to certify it has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the Project. The sworn statement shall be in the form of an affidavit and shall be sworn to before a person who is authorized by the laws of Kansas to administer oaths. The original of the sworn statement shall be filed with the Recipient when the proposal is submitted, a copy of which the Recipient shall submit to the Secretary upon the Secretary's request.

(d) Third-Party Indemnification. The Recipient shall require all third parties the Recipient retains for the Project that are not a party to this Agreement to indemnify, hold harmless, and save the Secretary and the Recipient from all claims including, but not limited to, personal injury and property damage claims, arising out of the act of omission of any third party the Recipient retains for the project, their agents, subcontractors (at any tier), or suppliers (at any tier). If the Secretary or the Recipient defends a third party’s claim, the third party, as the case may be, shall indemnify the Secretary and the Recipient for damages paid to the third party and all related expenses either the Secretary, the Recipient, or both incur in defending the claim.

14. Insurance. If the Project involves Construction, the Recipient shall require the Contractor to obtain insurance only from insurers authorized to transact insurance business in Kansas as an authorized, admitted insurer. If the Contractor is unable to obtain an admitted insurer under K.S.A. § 40-214, the Recipient shall request the Secretary’s permission to allow the

Contractor to use a non-admitted insurer authorized to write excess surplus lines coverage under K.S.A. § 40-246e. In such cases, the Contractor must be prepared to demonstrate to the Secretary and the Kansas Insurance Commission why the Contractor was unable to use an admitted carrier as required by State statute. The Recipient shall require the Contractor to use only forms that the Kansas Insurance Commission has approved unless the Secretary has given permission to use a non-admitted insurer under K.S.A. § 40-246e. The Contractor must include any endorsements that the Kansas Insurance Commission requires. In addition, the Recipient shall require the Contractor to comply with the following insurance provisions:

(a) “Commercial General Liability” insurance in an amount of a minimum of \$1,000,000.00 each occurrence, \$2,000,000.00 aggregate for bodily injury and property damage combined, and \$2,000,000.00 aggregate for products and completed operations. At a minimum, the Commercial General Liability Policy shall contain the following coverages:

- (i) Premises and operations;
- (ii) XCU (explosion, collapse, and underground hazards);
- (iii) Products and completed operations; and
- (iv) Contractual liability (for the Contractor’s indemnification obligations).

(b) “Automobile Liability” insurance in an amount at a minimum of \$1,000,000.00 each occurrence for bodily injury and property damage combined and that covers owned, hired, and non-owned vehicles.

(c) “Workers’ Compensation” and “Employer’s Liability” insurance that complies with K.S.A. § 44-532, related statutes, and amendments thereto.

(d) At the KDOT Project monitor’s request, the Recipient shall provide copies of the Contractor’s insurance policies and certificates of insurance showing the Contractor carries insurance in the amounts and types required and showing the effective and expiration dates of such insurance. The certificates shall provide that the insurance company endeavors to give the Recipient thirty (30) days’ notice of policy cancellation, policy non-renewal, or a material change in the policy.

15. **Responsibilities Upon Project Completion.** If the Project involves Construction, the following provision applies:

(a) **Maintenance, Inspections, and Repairs.** When the Project is completed, the Recipient shall, at its own cost and expense, maintain, inspect, and make necessary repairs of the Project and make ample provision each year for the same. Project maintenance includes, but is not limited to, snow removal. If notified by the State Transportation Engineer of any unsatisfactory maintenance condition, the Recipient shall begin the necessary repairs within a reasonable time not to exceed thirty (30) days and prosecute the work continuously until it is satisfactorily completed. Any notification by the State Transportation Engineer, however, is not intended to and shall not be construed to be an undertaking of the Recipient’s duties and obligations to maintain, inspect, and make necessary repairs to the Project.

16. **Letting and Administration by Recipient.** If the Project involves Construction, the Recipient shall Let the contract for the Project and shall award the contract to the lowest Responsible Bidder upon concurrence in the award by the Secretary. The Recipient further agrees to administer the Construction of the Project in accordance with the Design Plans, and the current version of the Recipient's currently approved procedures, and administer the payments due the Contractor, including the portion of the cost borne by the Secretary.

17. **Right of Way.** If the Project involves any KDOT Right of Way, all Right of Way provided for the Project shall be used solely for public street purposes. Any disposal of or change in the use of Right of Way or in access after Construction of the Project shall require prior written approval by the Secretary.

18. **Utilities.** If the Project involves Construction, the Recipient shall be solely responsible for determining location of and relocating and/or adjusting utilities in an expeditious manner and, if applicable, certifying that all privately owned utilities are properly permitted.

19. **Inspections and Corrective Work.** If the Project involves Construction, the Recipient is responsible for providing Construction Engineering for the Project in accordance with any applicable state and local rules and guidelines and the following provisions apply.

(a) **By Recipient Personnel.** Recipient personnel who are fully qualified to perform the inspection services in a competent and professional manner may be utilized by the Recipient to inspect the Project, in which case the Recipient shall provide the Secretary with a list of such personnel who will act as the assigned inspectors and their certifications.

(b) **By a Consultant.** If the Recipient does not have sufficient qualified engineering employees to accomplish the Construction Engineering on this Project, it may engage the professional services of a qualified consulting engineering firm to do the necessary services. The Consultant retained must represent it is in good standing and full compliance with the statutes of the State of Kansas for registration of professional engineers (K.S.A. § 74-7021), the FHWA and all federal agencies, provide personnel who are fully qualified to perform the services in a competent and professional manner, and provide the Secretary with a list of assigned inspectors and their certifications.

(c) **Protective Clothing.** The Recipient will require at a minimum all Recipient personnel and all Consultant personnel performing Construction Engineering to comply with the high visibility requirements of the MUTCD, Chapter 6E.02, High-Visibility Safety Apparel. If the Recipient executes an agreement for Construction Engineering, the agreement shall contain this requirement as a minimum. The Recipient may set additional clothing requirements for adequate visibility of personnel.

ARTICLE V: GENERAL PROVISIONS

1. **Acceptance.** No contract provision or use of items by the Secretary shall constitute acceptance or relieve the Recipient of liability in respect to any expressed or implied warranties.

2. **Amendment.** Any amendment to this Agreement shall be in writing and signed by the Parties.

3. **Binding Agreement.** This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary and the Recipient and their successors in office.

4. **Cash Basis and Kansas Budget Laws.** Nothing in this Agreement is intended to violate the provisions of the Kansas Cash Basis Law (K.S.A. § 10-1100, *et seq.*) and the Kansas Budget Law (K.S.A. § 79-2935, *et seq.*) and at all times should be construed and interpreted so as to ensure that the Recipient is at all times in compliance with such laws.

5. **Certification of Procurement.** The Recipient shall comply with the “**Certification of Company Not Currently Engaged in The Procurement or Obtainment of Certain Equipment, Services, or Systems,**” which is attached to and made a part of this Agreement.

6. **Civil Rights Act.** The **Civil Rights Act Attachment** pertaining to the implementation of the Civil Rights Act of 1964, is attached to and incorporated into this Agreement by this reference.

7. **Confidentiality.** Documents and information pertaining to this Agreement shall not be disclosed to any third person or entity not a Party to this Agreement unless required to do so pursuant to the Kansas Open Records Act (KORA) K.S.A. § 45-215, *et seq.* or by order of court or subpoena.

8. **Contractual Provisions.** The provisions found in the current version of the **Contractual Provisions Attachment (Form DA-146a)**, which is attached hereto, are hereby incorporated into this Agreement, and made a part thereof.

9. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

10. **Debarment of State Contractors.** Any Contractor who defaults on delivery or does not perform in a satisfactory manner as defined in this Agreement may be barred for up to a period of three (3) years, pursuant to K.S.A. § 75-37,103, or have its work evaluated for pre-qualification purposes. Contractors retained by the Recipient for the Project shall disclose any conviction or judgment for a criminal or civil offense of any employee, individual or entity which controls a company or organization or shall perform work under this Agreement that indicates a lack of business integrity or business honesty. This includes (1) conviction of a criminal offense for obtaining or attempting to obtain a public or private contract or subcontract or in the performance of such contract or subcontract; (2) conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, or receiving stolen property; (3) conviction under state or federal antitrust statutes; and (4) any other offense to be so serious and compelling as to affect responsibility as a state contractor. An individual or entity shall be presumed to have control of a company or organization if the individual or entity directly or indirectly, or acting in concert with one or more individuals or entities, owns or controls 25 % or

more of its equity, or otherwise controls its management or policies. Failure to disclose an offense may result in a breach of this Agreement for cause.

11. **Entire Agreement.** This Agreement, with all attached documents listed in the Index of Attachments, expresses the entire agreement between the Parties with respect to the Project. No representations, promises, or warranties have been made by the Parties that are not fully expressed or incorporated by reference in this Agreement.

12. **Headings.** All headings in this Agreement have been included for convenience of reference only and are not to be deemed to control or affect the meaning or construction or the provisions herein.

13. **Incorporation of Design Plans.** The final Design Plans for the Project are made a part of this Agreement by this reference.

14. **Independent Contractor Relationship.** The relationship of the Secretary and the Recipient shall be that of an independent contractor, and nothing in this Agreement shall be construed to create a partnership, joint venture, or employee-employer relationship. The Recipient is not the agent of the Secretary and is not authorized to make any representation, contract, or commitment on behalf of the Secretary. It is expressly understood that any individual performing services under this Agreement on behalf of the Recipient shall not be deemed to be an employee or independent contractor of the Secretary, and such individual shall not be entitled to tax withholding, workers' compensation, unemployment compensation or any employee benefits, statutory or otherwise, from the Secretary. The Recipient shall be solely responsible for the reporting and payment of income, social security, and other employment taxes due to the proper taxing authorities with respect to such personnel. The Recipient shall indemnify, defend and hold harmless the Secretary and its directors, officers, employees, and agents from and against any and all costs, losses, damages, liabilities, expenses, demands, and judgments, including court costs and attorney's fees, relating to the reporting and payment of income, social security, and other employment taxes and the provision of employee benefits (including but not limited to workers' compensation, unemployment insurance, and health insurance coverage or assessable payments required under state or federal laws) with respect to such individual performing services under this Agreement on behalf of the Recipient. This provision shall survive the expiration or termination of this Agreement.

15. **Industry Standards.** Where not otherwise provided in this Agreement, materials or work called for in this Agreement shall be furnished and performed in accordance with best established practice and standards recognized by the contracted industry and comply with all applicable federal, state, and local laws and rules and regulations promulgated thereunder.

16. **No Third-Party Beneficiaries.** No third-party beneficiaries are intended to be created by this Agreement and nothing in this Agreement authorizes third parties to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

17. **Nondiscrimination and Workplace Safety.** The Recipient shall comply with all federal, state, and local laws, and rules and regulations prohibiting discrimination in employment

and controlling workplace safety. Any violations of applicable laws, rules, or regulations may result in termination of this Agreement.

18. **Notices.** Any notice required or submitted under this Agreement shall be deemed given if personally delivered or mailed by registered or certified mail, return receipt requested and postage prepaid, to the following addresses of the Parties or such other addresses as either party shall from time to time designate by written notice. Any notice required or submitted under this Agreement shall be deemed given if personally delivered or mailed by registered or certified mail, return receipt requested and postage prepaid, to the following addresses of the Parties or such other addresses as either party shall from time to time designate by written notice.

The Secretary:
Kansas Department of Transportation
Attn: Matt Stormer
Bureau of Innovative Technologies
700 SW Harrison Street, 2nd floor
Topeka, KS 66603-3754

The Recipient:
City of Valley Falls
Attn: Wesley Lanter
417 Broadway St
Valley Falls, KS 66088

19. **Prohibition on Certain Technologies.** All Parties agree that they will comply with 2 CFR § 200.216 and 2 CFR § 200.471 regulations. Such regulations provide that recipients and sub-recipients of federal funds are prohibited from obligating or expending loan or grant funds to 1) procure or obtain; 2) extend or renew a contract to procure or obtain, or; 3) enter into a contract to procure or obtain telecommunication or video surveillance equipment, services, or systems produced by: Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); and Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). Any expenditures for such telecommunication or video surveillance equipment, services or systems are unallowable costs and will not be reimbursed.

20. **Project Modifications.** The Recipient shall send formal notice and request for approval to the Secretary for changes to the Project that include, but are not limited to, the following:

- (a) Fiscal Year the Project is to be awarded.
- (b) Project description.
- (c) Project scope.
- (d) Project Completion Date.
- (e) Project funding.

Any changes in the plans and specifications during deployment shall require the Secretary's written approval.

21. **Restriction on State Lobbying.** Funds provided by the Secretary under this Agreement shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this Agreement shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

22. **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected, and each provision of this Agreement shall be enforced to the fullest extent permitted by law.

23. **Technical Advice and Assistance; Limitations.** Technical advice, assistance, or both, provided by the Secretary under this Agreement shall not be construed as an undertaking by the Secretary of the duties of the Recipient or any other individual or entity, or the duties of any Consultant, Contractor, Licensed Professional Engineer, or Inspector hired by the Recipient.

24. **Termination.** If, in the judgment of the Secretary, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, the Secretary may terminate this Agreement at the end of its current Fiscal Year. The Secretary shall participate in all costs approved by the Secretary incurred prior to the termination of the Agreement.

25. **Waiver.** A Party's failure to exercise, or delay in exercising any right, power, or privilege under this Agreement shall not operate as a waiver. Further, no single or partial exercise of any right, power, or privilege shall preclude any other or further exercise thereof.

IN WITNESS WHEREOF the Parties have caused this Agreement to be signed by their duly authorized officers as of the Effective Date.

Recipient:
Signature: _____
Printed Name: _____
Title: _____
Date: _____

Kansas Department of Transportation
Secretary of Transportation

By: _____
Greg M. Schieber, P.E. (Date)
Deputy Secretary and
State Transportation Engineer

Index of Attachments

- Exhibit A - Project Details
- Certification of Company Not Currently Engaged in a Boycott of Goods or Services From Israel
- Policy Regarding Sexual Harassment Attachment
- Certificate of Compliance with K.S.A. § 46-239(c) Attachment
- Certification of Procurement
- Civil Rights Act Attachment
- Contractual Provisions Attachment (Form DA-146a)

PROJECT NO. KA-7422-01
INNOVATIVE TECHNOLOGY PROGRAM
VALLEY FALLS RADAR SPEED SIGN
CITY OF VALLEY FALLS, KANSAS

Project Description: Purchase and install 2 radar speed signs in Valley Falls

Party	Total Projected Contribution (\$)
Secretary	\$6,217.00
Recipient	\$2,073.00
Total Estimated Project Cost	\$8,290.00

**CERTIFICATION OF COMPANY
NOT CURRENTLY ENGAGED IN A BOYCOTT OF GOODS or SERVICES FROM ISRAEL**

In accordance with K.S.A. 75-3740f, the State of Kansas shall not enter into a contract with a Company to acquire or dispose of goods or services with an aggregate price of more than \$100,000, unless such Company submits a written certification that such Company is not currently engaged in a boycott of goods or services from Israel that constitutes an integral part of business conducted or sought to be conducted with the State.

As a Contractor entering into a contract with the State of Kansas, it is hereby certified that the Company listed below is not currently engaged in a boycott of Israel as set forth in K.S.A. 75-3740e and 75-3740f.

Signature, Title of Contractor

Date

Printed

Name of Company

Policy Regarding Sexual Harassment

WHEREAS, sexual harassment and retaliation for sexual harassment claims are unacceptable forms of discrimination that must not be tolerated in the workplace; and

WHEREAS, state and federal employment discrimination laws prohibit sexual harassment and retaliation in the workplace; and

WHEREAS, officers and employees of the State of Kansas are entitled to working conditions that are free from sexual harassment, discrimination, and retaliation; and

WHEREAS, the Governor and all officers and employees of the State of Kansas should seek to foster a culture that does not tolerate sexual harassment, retaliation, and unlawful discrimination.

NOW THEREFORE, pursuant to the authority vested in me as Governor of the State of Kansas, I hereby order as follows:

1. All Executive Branch department and agency heads shall have available, and shall regularly review and update at least every three years or more frequently as necessary, their sexual harassment, discrimination, and retaliation policies. Such policies shall include components for confidentiality and anonymous reporting, applicability to intern positions, and training policies.
2. All Executive Branch department and agency heads shall ensure that their employees, interns, and contractors have been notified of the state’s policy against sexual harassment, discrimination, or retaliation, and shall further ensure that such persons are aware of the procedures for submitting a complaint of sexual harassment, discrimination, or retaliation, including an anonymous complaint.
3. Executive Branch departments and agencies shall annually require training seminars regarding the policy against sexual harassment, discrimination, or retaliation. All employees shall complete their initial training session pursuant to this order by the end of the current fiscal year.
4. Within ninety (90) days of this order, all Executive Branch employees, interns, and contractors under the jurisdiction of the Office of the Governor shall be provided a written copy of the policy against sexual harassment, discrimination, and retaliation, and they shall execute a document agreeing and acknowledging that they are aware of and will comply with the policy against sexual harassment, discrimination, and retaliation.
5. Matters involving any elected official, department or agency head, or any appointee of the Governor may be investigated by independent legal counsel.
6. The Office of the Governor will require annual mandatory training seminars for all staff, employees, and interns in the office regarding the policy against sexual harassment, discrimination, and retaliation, and shall maintain a record of attendance.
7. Allegations of sexual harassment, discrimination, or retaliation within the Office of the Governor will be investigated promptly, and violations of law or policy shall constitute grounds for disciplinary action, including dismissal.
8. This Order is intended to supplement existing laws and regulations concerning sexual harassment and discrimination, and shall not be interpreted to in any way diminish such laws and regulations. The Order provides conduct requirements for covered persons, and is not intended to create any new right or benefit enforceable against the State of Kansas.
9. Persons seeking to report violations of this Order, or guidance regarding the application or interpretation of this Order, may contact the Office of the Governor regarding such matters.

Agreement to Comply with the Policy Against Sexual Harassment, Discrimination, and Retaliation.

I hereby acknowledge that I have read the above State of Kansas Policy Against Sexual Harassment, Discrimination, and Retaliation established by Executive Order 18-04 and agree to comply with the provisions of this policy.

Contractor Name (Type or Print)

By: _____
Signature

Printed Name

Title

Date

KANSAS DEPARTMENT OF TRANSPORTATION

CERTIFICATE OF COMPLIANCE WITH K.S.A. 46-239(c) ATTACHMENT

Kansas law (K.S.A. 46-239(c)) requires the Kansas Department of Transportation to report all contracts entered into with any legislator, or any member of a firm of which a legislator is a member, under which the legislator or member of the firm is to perform services for this agency for compensation. The following certification must be filled in by the signator of this contract:

_____ Yes, this contract is with a legislator or a firm in which a legislator is a member.

Legislator name _____

Business phone _____

Address (Street, City, State, Zip Code)

Purpose of Employment: _____

Method of determining compensation: _____

or

_____ No, this contract is not being entered into with a legislator or a firm in which a legislator is a member.

The signer understands that this certification is factual and reliable and is part of this transaction.

By: _____

Date: _____

Contract/
Project No: _____
(if applicable)

County: _____
(if applicable)

**CERTIFICATION OF COMPANY NOT CURRENTLY ENGAGED IN
THE PROCUREMENT OR OBTAINMENT OF CERTAIN EQUIPMENT, SERVICES, OR SYSTEMS**

WHEREAS, pursuant to Public Law 115-232, Section 889 of the John S. McCain National Defense Authorization Act of 2019, “covered telecommunications equipment or services” is defined as:

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- (2) Video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, and Dahua Technology Company (or any subsidiary or affiliate of such entities).
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment.
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

WHEREAS, a “covered foreign country” means any of the following: (1) The People’s Republic of China, (2) The Russian Federation, or (3) any country that is a state sponsor of terrorism¹.

WHEREAS, foreign adversaries are increasingly creating and exploiting vulnerabilities in covered telecommunications equipment which store and communicate vast amounts of sensitive information and support infrastructure and emergency services, in order to commit malicious cyber-enabled actions;

WHEREAS, the unrestricted acquisition or use in the State of Kansas of covered telecommunications equipment designed, developed, manufactured, or supplied by persons owned by, controlled by, or subject to the jurisdiction or direction of foreign adversaries augments the ability of foreign adversaries to create and exploit vulnerabilities in technological equipment, services, or systems; and

WHEREAS, the State of Kansas has an interest in protecting itself against threats related to foreign adversary’s exploitation of vulnerabilities in covered telecommunications equipment.

THEREFORE, Contractor certifies that it shall not provide or procure to the State of Kansas or any agency thereof any covered telecommunications equipment either in whole or in part of any product or during the commission of any service.

FURTHERMORE, and notwithstanding any other contracts or agreements with Contractor, if Contractor has violated, misrepresented, or otherwise fails to comply with this certification document as determined by the State, the State may terminate any contract without penalty with Contractor immediately.

¹ Designations of a “state sponsor of terrorism” may be found at the U.S. Department of State website. <https://www.state.gov/state-sponsors-of-terrorism/#:~:text=Currently%20there%20are%20four%20countries,%2C%20Iran%2C%20and%20Syria.&text=For%20more%20details%20about%20State,in%20Country%20Reports%20on%20Terrorism>.

By signing the below, Contractor acknowledges and agrees to comply with the provisions of this policy.

CONTRACTOR

Signature, Title

Date

KANSAS DEPARTMENT OF TRANSPORTATION CIVIL RIGHTS ACT ATTACHMENT

PREAMBLE

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d to 2000d-4) and other nondiscrimination requirements and the Regulations, hereby notifies all contracting parties that it will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, color, national origin, sex, age, disability, income-level or Limited English Proficiency (LEP).

CLARIFICATION

The term "Contractor" is understood to include the Contractor, the Contractor's assignees and successors in interest, consultants, and all other parties to contracts or agreements with the Secretary of Transportation, Kansas Department of Transportation. This Attachment shall govern should this Attachment conflict with provisions of the Document to which it is attached.

ASSURANCE APPENDIX A

During the performance of this contract, the Contractor, for itself, its assignees and successors in interest, agrees as follows:

1. **Compliance with Regulations:** The Contractor will comply with the Acts and the Regulations relative to nondiscrimination in its Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA) or the Federal Aviation Administration (FAA) as they may be amended from time to time which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontractors, Including Procurements of Material and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor will be notified by the Contractor of the Contractor's obligations under this contract and the Acts and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA, FTA, or FAA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or, the FHWA, FTA, or FAA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA, FTA, or FAA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. cancelling, terminating or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The Contractor will include the provisions of the paragraphs one (1) through six (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA, FTA, or FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

ASSURANCE APPENDIX E

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- The Federal Aid Highway Act of 1973 (23 U.S.C. § 324 et. seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et. seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et. seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL No. 100-259), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities), (42 U.S.C. §§12131-12189as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38);
- The Federal Aviation Administration’s nondiscrimination statute (49 U.S.C. § 47123), (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with LEP, and resulting agency guidance, national origin discrimination includes discrimination because of LEP. To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended (prohibits you from discriminating because of sex in education programs or activities), (20 U.S.C. § 1681).

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract and made a part thereof.

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20____.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, *et seq.*) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to

comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) Contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) Contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it is determined that the contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be canceled, terminated, or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

6. **Acceptance of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority to Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility for Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, *et seq.*
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.



City of Valley Falls

Established 1854

COUNCIL MEETING DATE: September 18, 2024

INVOICES IN THE TOTAL AMOUNT OF: \$112,001.99

APPROVED:

STATE OF KANSAS

COUNTY OF JEFFERSON

I hereby certify that the attached bills are just and correct 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 September 2024

City Clerk

CLAIMS REPORT
 Check Range: 9/05/2024- 9/18/2024

G/L ACCT #	VENDOR NAME	REFERENCE	AMOUNT	CHECK	
				CHECK#	DATE
100-050-2010	EFTPS	FED/FICA TAX	492.30	22073742	9/09/24
100-050-2020	EFTPS	FED/FICA TAX	1,412.92	22073742	9/09/24
100-050-2030	KSDOR PAYROLL	STATE TAX	355.83	22073743	9/09/24
100-050-2040	KPERS	KPERS TIER III	1,347.43	22073744	9/09/24
100-050-2040	KPERS457	KPERS ROTH	232.54	22073745	9/09/24
100-110-5100	NATIONWIDE	VFW Insurance	2,148.00	24034	9/09/24
100-110-5140	GIANT COMMUNICATIONS	Phone	45.45	24028	9/09/24
100-110-5170	HALL COMMERCIAL PRINTING	Logo Postcards	48.00	24040	9/13/24
100-110-5190	ADAMS BROWN	2023 Audit & 2025 budgetassist	3,266.66	24038	9/13/24
100-120-5140	AT&T	Office at hand	29.59	24025	9/09/24
100-120-5190	ADAMS BROWN	2023 Audit & 2025 budgetassist	3,266.66	24038	9/13/24
100-120-5190	OPTIV SECURITY INC	Token	62.25	24042	9/13/24
100-130-5030	WERRING LAW LLC	City Prosecutor Services	1,500.00	24036	9/09/24
100-130-5170	QUADIENT	Postage Machine	102.95	24044	9/13/24
100-130-5190	DAVIS PUBLICATION	legal publication	71.00	24026	9/09/24
100-140-5160	FOLEY CAT EQUIPMENT	CAT seal	2.70	24027	9/09/24
100-160-5140	GIANT COMMUNICATIONS	Phone	136.35	24028	9/09/24
200-200-5950	HEINEN REPAIR SERVICE, Inc	Grapple	2,528.00	24029	9/09/24
200-200-5950	Hendricks Investments LLC	72" Forestry Drum Mulcher	9,279.00	24037	9/10/24
300-140-5950	MID STATES MATERIALS LLC		1,052.57	24033	9/09/24
300-140-5950	VANCE BROTHERS INC	Bulk Patch	1,977.76	24046	9/13/24
500-500-5400	KDHE BUREAU OF WATER	loan payment	37,560.64	24031	9/09/24
720-050-2010	EFTPS	FED/FICA TAX	205.56	22073742	9/09/24
720-050-2020	EFTPS	FED/FICA TAX	569.78	22073742	9/09/24
720-050-2030	KSDOR PAYROLL	STATE TAX	164.65	22073743	9/09/24
720-050-2040	KPERS	KPERS TIER III	594.04	22073744	9/09/24
720-050-2040	KPERS457	KPERS ROTH	13.73	22073745	9/09/24
720-720-5140	GIANT COMMUNICATIONS	Phone	45.45	24028	9/09/24
720-720-5150	CORE & MAIN	Clamps-Variou sizes	1,904.23	24039	9/13/24
720-720-5150	HAWKINS	Aqua Hawk, Ammonium Sulfate	2,974.37	24041	9/13/24
720-720-5150	POLLARDWATER	Meter Setter	497.56	24043	9/13/24
720-720-5150	SCHULTE SUPPLY	Gasketed pipe, Couplings	2,899.66	24035	9/09/24
720-720-5160	HEINEN REPAIR SERVICE, Inc	709-043W Weldment, Spirol pin	153.00	24029	9/09/24
720-720-5160	K4 AG & SERVICE LLC	Mower oil change	127.24	24030	9/09/24
720-720-5160	SOUTHERN BREEZE REPAIR	2000 Chevy 3500 maintenance	4,130.21	24045	9/13/24
720-720-5190	ADAMS BROWN	2023 Audit & 2025 budgetassist	3,266.68	24038	9/13/24
720-720-5190	KDHE LABORATORIES	Water Samples	920.00	24032	9/09/24
730-050-2010	EFTPS	FED/FICA TAX	205.56	22073742	9/09/24
730-050-2020	EFTPS	FED/FICA TAX	569.72	22073742	9/09/24
730-050-2030	KSDOR PAYROLL	STATE TAX	164.64	22073743	9/09/24
730-050-2040	KPERS	KPERS TIER III	594.03	22073744	9/09/24
730-050-2040	KPERS457	KPERS ROTH	13.73	22073745	9/09/24
740-740-5190	WASTE MANAGEMENT	Trash Service	12,845.84	24047	9/13/24
			=====		
Accounts Payable Total			99,778.28		
Utility Refund Checks					

Refund Checks Total					
Payroll Checks			12,223.71		

CLAIMS REPORT
Check Range: 9/05/2024- 9/18/2024

FUND NAME

DEPOSIT AMOUNT

Report Total

=====
112,001.99
=====

CLAIMS REPORT
CLAIMS FUND SUMMARY

FUND	NAME	AMOUNT
100	GENERAL FUND	21,396.31
200	CAPITAL IMPROVEMENT	11,807.00
300	SPECIAL HWY & STREETS	3,030.33
500	BOND & INTEREST	37,560.64
720	WATER UTILITY	21,140.19
730	SEWER UTILITY	4,221.68
740	SOLID WASTE (TRASH)	12,845.84

	TOTAL FUNDS	112,001.99



City of
VALLEY FALLS

Incorporated May 17, 1854

City Administrator Report
City Council September 18, 2024

Daily Operations:

- Assist Citizens with service payments & questions.
- Citizen Notification System—Keith Jeffers and I discussed the system again. The city will be able to use it at no cost. The county is currently adjusting the system's settings and will host training on how to use it.
- Working on grant paperwork for grants currently in progress. I completed and closed out the Waste Tire Grant, we should be receiving our final payment soon.
- The budget process for 2025 has been completed and submitted to the county clerk.
- The Planning & Zoning – I met with PEC again; I am building a new map to include parcels so they can complete the legal and verify we are moving forward legally. They will have Kyle from PEC present to the Planning & Zoning along with the council before adopting the changed Central Business District.
- Working with PEC on the Lake Survey, they will return to finish the survey, staking the boundary lines and the easement.
- Destiny has been working to set up the Party in the Park for October 26th.
- I've been working with Lansten Yew with PEC on the lead line survey. He should have the final spreadsheet to be submitted to KDHE emailed to me in the coming weeks so I can submit it to KDHE.
- Dennis and I went out to the lagoons to look at the perimeter fence. We must replace the fence as part of our 5-year plan to KDHE. We will need to hire a bulldozer to remove the trees from the property line and replace the entire fence, as most of it has been destroyed by the 2019 flood and Mother Nature. This will be a project that we will plan to fund over the next two years. I estimate it to be in the \$80k-100K.
- I will be attending the 2024 Kansas Economic Development Conference in Manhattan September 23-24.

CITY OFFICE

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



City of
VALLEY FALLS

Incorporated May 17, 1869

Public Works Report
September 18, 2024

Water:

- Got the spring line dug up on both sides of the river and ready to be bored under the river.
- Researching pricing on parts to upgrade the spring line to have isolation valves and access points

Sewers:

- Nothing to report

Streets:

- Cleaned up some of the gravel that was washed out into the streets

Parks:

- Removing the 3 trees from the park that were damaged from the storm and/or dying



City of
VALLEY FALLS

Incorporated May 17, 1869

Police Department Report
September 18, 2024

- Jeri Clark with the Rec Commission, Officer Taylor, and I met to discuss a Hide and Seek from the Police Halloween Event for the community.
- KHP Canine Training was not easy last week. Lots of 10–14-hour days, no lunch breaks. Apollo was introduced to cocaine, heroin, and methamphetamine. Started basic tracking as well.
- The Jefferson County District Court is recognizing the DAWN program for its assistance of individuals dealing with the court system. The court service officer reached out to an individual and requested we work with that person. They were so impressed with the program that an email was sent to several other courts about utilizing it.

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;