



City of VALLEY FALLS

Incorporated May 17, 1869

◇ Attachment

City Council Agenda

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

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

January 5, 2022 6:30 PM
Regular Meeting

CALL TO ORDER
PLEDGE OF ALLEGIANCE
ROLL CALL - City Council and Staff
MINUTES - Regular Meeting of December 15, 2021 ◇
INVOICES - \$10,476.13 ◇

PUBLIC COMMENTS & GUESTS:
Public Comment Policy ◇

ORDINANCES, RESOLUTIONS, & PROCLAMATIONS:

BUSINESS ITEMS:
A. City Engineer Contract ◇
B. Chlorine Sensor ◇

TABLED ITEMS:
A. USD 338 Request- Access Road
B. Building for Police Department
C. Taser's for Police Department

REPORTS:
CITY ADMINISTRATOR: Audree Aguilera ◇
MAYOR: Lucy Thomas
PUBLIC WORKS: Bill McCoy ◇
POLICE: Brandon Bines ◇
CITY COUNCIL COMMENTS/ FEEDBACK/ IDEAS

ANNOUNCEMENTS/ COMMUNICATIONS:
City Offices closed January 17th in observance of Martin Luther King Jr. Day.

EXECUTIVE SESSION ◇
ADJOURNMENT

CITY OF VALLEY FALLS

December 21, 2021

Regular December 15, 2021 meeting was postponed due to weather

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

Staff present: Audree Aguilera, City Administrator, Bill McCoy, Public Works Director, Chris Weishaar, City Clerk, Brandon Bines, Chief of Police, and Leonard Buddenbohm, City Attorney.

Others present were Connie Fridley, Jeanette Shipley, Dianne Heinen, and Scott Heinen.

The minutes from the December 1, 2021, meeting was presented.

Salih moved to approve the minutes. Judy seconded the motion. Motion carried 3-0

Vouchers:

The December 21, 2021, Vouchers were presented. Salih moved to approve vouchers totaling \$8,863.72. Jennifer seconded the motion. Motion carried 3-0.

Public Comments & Guests:

No Comments.

Business Items:

Retail Liquor license for Valley Liquor LLC, which will be its own business inside the Petro was discussed. Jennifer made a motion to approve the license. Judy seconded the motion. Motion carried 3-0.

Discussion of how serious the council is with moving forward with getting a police building was discussed and tabled for now.

gWorks software was discussed. It was decided that 60% of the money would come from the ARPA funds, 20% from Water Fund and 20% from the Sewer Fund.

Salih made a motion to approve the purchase. Jennifer seconded the motion. Motion carried 3-0.

Police vehicles were discussed with Brandon presenting different vehicles.

Judy made a motion to purchase the 2015 Ford Expedition for \$15,. Jennifer seconded the motion. Motion carried 3-0.

Purchase of new tasers was discussed and tabled for now.

The City Attorney's contract was discussed no changes were made.

Jennifer made a motion to approve the contract. Salih seconded the motion. Motion carried 3-0.

Tabled Items:

The access road between Willow and is still being researched. No action taken.

Ordinances, Resolutions, & Proclamations:

None.

Reports:

Administrator Report:

- 1) Paul Bohannon resigned on December 9th.
- 2) Attended Kansas Association of City Managers Conference on December 1-3 in Atchison.
- 3) Met with Jefferson County Humane Society on December 6th.
- 4) Met with Planning & Zoning Commission on December 7th. In need of two more board members.
- 5) Work Session on December 8th.
- 6) Attended a guest for Rotary/ Lions Club Christmas Party on December 9th.
- 7) Held interviews December 9th & 13th for Police Department.
- 8) Met with USD 338 Board on December 13th.
- 9) Completed budget review.
- 10) Completed Pay Grade Scale.
- 11) Working on review and update of Job Descriptions and Personal Policies & Guidelines.
- 12) Working on the Fund Balance vs Bank balances. See attached report.
- 13) Installing Firewall at Water Plant.
- 14) Employee Christmas Casino Night Party – December 18th.

Mayor: Nothing to reports.

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

Streets: Bettis has finished the mulberry street project and it looks like they did a good job Working on getting street name signs repainted Water: Got 12 meters installed since last report Sewers: Spent 3 days working on lagoon area to get in compliance with KDHE Going to get bids on tree removal and getting fence replaced Got the lagoon area mowed as much as we can Got new signage to put up once fence is repaired/replaced for KDHE compliance Parks : Cut trees out of ditch line and off of pond dam on Oak St General: Kenneth has passed the written portion of his CDL.

Police: Returned back from Hostage Negotiation / Crisis Intervention Training. I will be reaching out to the neighboring jurisdictions to see if we can offer our services to them in return for theirs in these types of situations should they ever arise. • Placed adds on Facebook / Indeed.com for part-time Police Officer / Parttime Detective positions • 4 Applications for Police Officer / Detective positions have been received, conducted interviews 12/9/21 will begin backgrounds. • FT Police Officer position Open due to Officer Bohannon resigning • Officer Davidson on track to attend academy Jan 3, 2022. • Writing Policies and Procedures (some have been sent to attorneys for review) • Due to being short staffed, I have been needing to increase the amount of admin work (writing policies, setting up interviews, starting backgrounds, looking for other patrol vehicles, fixing bugs in RMS, sending reports to KBI, reports to KLETC, etc.) however I am still conducting patrols, answering calls, and conducting traffic stops. • Met with City Administrator & Jefferson County Humane Society – working on getting contract put in place.

Fire board: No Report

Health Code: No Report

VFEDC: No Report

Swimming Pool: No Report

Executive Session:

Jennifer moves 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: Mayor, city council, city administrator, and city attorney The open meeting will resume in the city council room at 7:45p.m. Salih seconded the motion. Motion carried 3-0.

Jennifer moves 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: Mayor, city council, city administrator, and city attorney The open meeting will resume in the city council room at 8:00p.m. Judy seconded the motion. Motion carried 3-0.

Salih made a motion to approve employee COLA and merit pay increases. Judy seconded the motion. Motion carried 3-0.

ADJOURNMENT

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

APPROVED: _____
LUCILLE THOMAS, MAYOR

ATTEST: _____
CHRISTINE WEISHAAR, CITY CLERK



City of
VALLEY FALLS

Incorporated May 17, 1869

COUNCIL MEETING DATE: January 5, 2022

INVOICES IN THE TOTAL AMOUNT OF: \$10,476.13

APPROVED:

STATE OF KANSAS

COUNTY OF JEFFERSON

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

Approved by:

City Administrator

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

City Clerk

AP Enter Bills Edit Report

City of Valley Falls (VFCITY)

Batch: AAABHM

12/31/2021 1:24:35 PM

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Tr. #	Vendor					Credit Card Vendor					Invoice #
PO Number	Inv Date	Paid Out	Immediate	Check #	Check Date	Due Date	Discount Date	Bank Code	Discount		
GL Date	Immediate GL Account			Credit Card	CC Reference #		Payment Date		Total Invoice		

1	ARAMARK / AmeriPride Services Inc									113021STATEMENT
NOV21 INVOICES	1/5/2022	N	Y	Not Yet Assigned	1/5/2022	1/5/2022	1/5/2022	KSB		\$0.00
1/5/2022				N						\$138.15

Line	Type	Desc/Inv Stock/Alloc			Quantity Bought			Cost Per Unit	Line Extension	
		Inv/Alloc Desc			Serial Number			Discount	Discount Amt	
		GL Expense Account			GL Prepaid Account					Exp Date

1	Direct Expense	Nov Rug Invs				1.0000		\$138.1500	\$138.1500
								Y	\$0.00

01-100-5320

2	BBINIES / Brandon Bines									21-1218
SPECIALASSIGNM	1/5/2022	N	Y	Not Yet Assigned	1/5/2022	1/5/2022	1/5/2022	KSB		\$0.00
1/5/2022				N						\$99.15

Line	Type	Desc/Inv Stock/Alloc			Quantity Bought			Cost Per Unit	Line Extension	
		Inv/Alloc Desc			Serial Number			Discount	Discount Amt	
		GL Expense Account			GL Prepaid Account					Exp Date

1	Direct Expense	Special Assign Bapt Church				1.0000		\$99.1500	\$99.1500
								Y	\$0.00

01-200-5260

3	BBINIES / Brandon Bines									21-1227
GAS REIMBURSE	1/5/2022	N	Y	Not Yet Assigned	1/5/2022	1/5/2022	1/5/2022	KSB		\$0.00
1/5/2022				N						\$80.38

Line	Type	Desc/Inv Stock/Alloc			Quantity Bought			Cost Per Unit	Line Extension	
		Inv/Alloc Desc			Serial Number			Discount	Discount Amt	
		GL Expense Account			GL Prepaid Account					Exp Date

1	Direct Expense	Gas to pick up Expedition				1.0000		\$80.3800	\$80.3800
								Y	\$0.00

01-200-5160

4	DAVIDSONT / Trey Davidson									21-1218 BAPTCHURCH
BAPTCHURCH	1/5/2022	N	Y	Not Yet Assigned	1/5/2022	1/5/2022	1/5/2022	KSB		\$0.00
1/5/2022				N						\$99.15

Line	Type	Desc/Inv Stock/Alloc			Quantity Bought			Cost Per Unit	Line Extension	
		Inv/Alloc Desc			Serial Number			Discount	Discount Amt	
		GL Expense Account			GL Prepaid Account					Exp Date

1	Direct Expense	Baptist Church Special Assign				1.0000		\$99.1500	\$99.1500
								Y	\$0.00

01-200-5260

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		Bank Code	Payment Date
		Total Invoice	

5	JPCOOKE / J. P. Cooke									705588
1209337	PIGTAGS	1/5/2022	N	Y	Not Yet Assigned	1/5/2022	1/5/2022	1/5/2022	KSB	\$0.00
1/5/2022					N					\$60.35

Line	Type	Desc/Inv Stock/Alloc	Quantity Bought	Cost Per Unit	Line Extension
Inv/Alloc Desc	Serial Number	Discount	Discount Amt	Exp Date	
GL Expense Account	GL Prepaid Account				

1	Direct Expense	Pig Dog Tags 2022	1.0000	\$60.3500	\$60.3500
				Y	\$0.00

01-100-5320

6	K4AG / K4 Ag & Services, LLC									1435
CHARGER REPAIR	1/5/2022	N	Y	Not Yet Assigned	1/5/2022	1/5/2022	1/5/2022	KSB		\$0.00
1/5/2022				N						\$15.00

Line	Type	Desc/Inv Stock/Alloc	Quantity Bought	Cost Per Unit	Line Extension
Inv/Alloc Desc	Serial Number	Discount	Discount Amt	Exp Date	
GL Expense Account	GL Prepaid Account				

1	Direct Expense	Charger Tire Repair	1.0000	\$15.0000	\$15.0000
				Y	\$0.00

01-200-5240

7	MOT / Midwest Office Technology									INST294211
COPIER DEC21	1/5/2022	N	Y	Not Yet Assigned	1/5/2022	1/5/2022	1/5/2022	KSB		\$0.00
1/5/2022				N						\$68.36

Line	Type	Desc/Inv Stock/Alloc	Quantity Bought	Cost Per Unit	Line Extension
Inv/Alloc Desc	Serial Number	Discount	Discount Amt	Exp Date	
GL Expense Account	GL Prepaid Account				

1	Direct Expense	Dec 21 Copier	1.0000	\$68.3600	\$68.3600
				Y	\$0.00

01-100-5060

8	HYDRO / Hydro-Klean, LLC									074126
EXPOSE MANHOLES	1/5/2022	N	Y	Not Yet Assigned	1/5/2022	1/5/2022	1/5/2022	KSB		\$0.00
1/5/2022				N						\$6,600.00

Line	Type	Desc/Inv Stock/Alloc	Quantity Bought	Cost Per Unit	Line Extension
Inv/Alloc Desc	Serial Number	Discount	Discount Amt	Exp Date	
GL Expense Account	GL Prepaid Account				

1	Direct Expense	Expose Manholes	1.0000	\$6,600.0000	\$6,600.0000
				Y	\$0.00

04-000-5130

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GL Date	Immediate GL Account				Credit Card	CC Reference #			Payment Date	Total Invoice	

9	PETRO / Petro Valley Falls									12172021
120121121521	FUEL	1/5/2022	N	Y	Not Yet Assigned	1/5/2022	1/5/2022	1/5/2022	KSB	\$0.00
1/5/2022					N					\$555.68

Line	Type	Desc/Inv Stock/Alloc			Quantity Bought			Cost Per Unit	Line Extension
		Inv/Alloc Desc			Serial Number			Discount	Discount Amt
GL Expense Account					GL Prepaid Account				

1	Direct Expense	Police				1.0000		\$390.9700	\$390.9700
								Y	\$0.00

01-200-5160

2	Direct Expense	Water				1.0000		\$69.6500	\$69.6500
								Y	\$0.00

01-300-5160

3	Direct Expense	Parks				1.0000		\$95.0600	\$95.0600
								Y	\$0.00

01-400-5160

10	CHAMBER / Valley Falls Chamber Of Commerce									4454
2022 MEMBER DUES		1/5/2022	N	Y	Not Yet Assigned	1/5/2022	1/5/2022	1/5/2022	KSB	\$0.00
1/5/2022					N					\$90.00

Line	Type	Desc/Inv Stock/Alloc			Quantity Bought			Cost Per Unit	Line Extension
		Inv/Alloc Desc			Serial Number			Discount	Discount Amt
GL Expense Account					GL Prepaid Account				

1	Direct Expense	2022 Member Dues				1.0000		\$90.0000	\$90.0000
								Y	\$0.00

01-100-5110

11	PHE / Heinen P-H-E									12142021
REPAIRS		1/5/2022	N	Y	Not Yet Assigned	1/5/2022	1/5/2022	1/5/2022	KSB	\$0.00
1/5/2022					N					\$557.50

Line	Type	Desc/Inv Stock/Alloc			Quantity Bought			Cost Per Unit	Line Extension
		Inv/Alloc Desc			Serial Number			Discount	Discount Amt
GL Expense Account					GL Prepaid Account				

1	Direct Expense	Furnace Filter				1.0000		\$100.0000	\$100.0000
								Y	\$0.00

01-100-5130

2	Direct Expense	Carbon Room Heaater				1.0000		\$457.5000	\$457.5000
								Y	\$0.00

03-000-5130

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City of Valley Falls (VFCITY)

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GL Date	Immediate GL Account			Credit Card	CC Reference #		Payment Date		Total Invoice		

12	WERRINGA / Andrew E Werring									DEC21 COURT
DEC21 COURT	1/5/2022	N	Y	Not Yet Assigned	1/5/2022	1/5/2022	1/5/2022	KSB		\$0.00
1/5/2022				N						\$500.00

Line	Type	Desc/Inv Stock/Alloc			Quantity Bought			Cost Per Unit	Line Extension
		Inv/Alloc Desc			Serial Number			Discount	Discount Amt
		GL Expense Account			GL Prepaid Account				
		1099 Type							Exp Date

1	Direct Expense	December Court				1.0000		\$500.0000	\$500.0000
								Y	\$0.00

01-600-5600

Non 1099 Payments

13	BUDDENBOHM / Foley & Buddenbohm Law Office									DECEMBER 2021
Kendal State Bank	1/5/2022	N	Y	Not Yet Assigned	1/5/2022	1/5/2022	1/5/2022	KSB		\$0.00
1/5/2022				N						\$1,000.00

Line	Type	Desc/Inv Stock/Alloc			Quantity Bought			Cost Per Unit	Line Extension
		Inv/Alloc Desc			Serial Number			Discount	Discount Amt
		GL Expense Account			GL Prepaid Account				
		1099 Type							Exp Date

1	Direct Expense	December 2021				1.0000		\$1,000.0000	\$1,000.0000
								Y	\$0.00

01-100-5140

Non 1099 Payments

14	HILL / Hillfab LLC									V2539
WTPREPAIR	1/5/2022	N	Y	Not Yet Assigned	1/5/2022	1/5/2022	1/5/2022	KSB		\$0.00
1/5/2022				N						\$612.41

Line	Type	Desc/Inv Stock/Alloc			Quantity Bought			Cost Per Unit	Line Extension
		Inv/Alloc Desc			Serial Number			Discount	Discount Amt
		GL Expense Account			GL Prepaid Account				
		1099 Type							Exp Date

1	Direct Expense	Repairs				1.0000		\$612.4100	\$612.4100
								Y	\$0.00

03-000-5290

Non 1099 Payments

Grand Totals

Total Direct Expense:	\$10,476.13
Total Non-Electronic Transactions:	\$10,476.13
Total Immediate Payments:	\$10,476.13

Report Summary

Report Selection Criteria

Report Type:	Detailed
Start	End
Transaction Number:	Start End

December 21, 2021

Audree Aguilera
City Administrator
City of Valley Falls
417 Broadway
Valley Falls, KS 66088

DRAFT

Reference: MASTER SERVICES AGREEMENT
On-Call City Engineer for Valley Falls
PEC Project No. 210000-000

Dear Ms. Aguilera:

Professional Engineering Consultants, P.A. (“PEC”) is pleased to provide professional services to City of Valley Fall, Kansas (“Client”) in accordance with this Master Services Agreement (“Agreement”). The specific services to be performed by PEC (the “Services”) for any project subject to this Agreement (each a “Project”) will be described in a written work order in the form of Exhibit A to this Agreement (“Work Order”). The Scope of this Master services Agreement shall generally be limited to the services shown in Exhibit B. The parties’ rights and obligations under this Agreement shall also be governed by the following terms and conditions.

Term; Conflicts. This Agreement will commence on the effective date and continue in effect for a period of 7 years. Thereafter, it shall automatically renew for successive 1-year periods unless terminated by either party upon 3 calendar days’ written notice prior to the end of the then current term, or terminated earlier for cause. The parties agree that this Agreement, by itself, does not guarantee any future work, and neither party shall be obligated to execute any Work Order. With respect to any Work Order entered into prior to termination (except termination for cause), this Agreement shall continue in effect for the remaining term of the Work Order.

Each executed Work Order shall be incorporated into this Agreement reference. In the event of a conflict between this Agreement and a Work Order, the Work Order shall govern.

Client Responsibilities. To enable PEC to perform the Services, Client shall, at its sole expense: (1) provide all information and documentation regarding Client’s requirements as necessary for the orderly progress of the Services; (2) designate a person to act as Client’s representative with authority to transmit instructions, receive instructions and information, and interpret and define Client’s requirements and requests regarding the Services; (3) provide access to, and make all provisions for PEC to enter the Project site as required to perform the Services, including those provisions required to perform subsurface investigations such as, but not limited to, clearing of trees and vegetation, removal of fences or other obstructions, leveling the site, and providing access roadways to the site as needed; (4) site restoration and repair, as needed following field investigations; (5) establish and periodically update a Project budget, which shall include a contingency to cover additional services as may be required by changes in the Project; and (6) timely respond to requests for information and timely review and approve all design deliverables. PEC shall be entitled to rely on all information and services provided by Client. (7) to notify PEC at least two working days in advance of any scheduled discussion or information to be developed by PEC at a regularly scheduled meeting of the Client.

Client recognizes field investigations may damage existing property. PEC will take reasonable precautions to minimize property damage whenever field investigations are included in the Services.

Payment. Invoices will be submitted periodically and are due and payable upon receipt. Unpaid balances more than 30 days past due shall be subject to an interest charge at the rate of 1.5 % per month from the date of the invoice, and any related attorneys’ fees and collection costs. PEC reserves the right to suspend the Services and withhold deliverables if the Client fails to make payment when due. In such an event, PEC shall have no liability for any delay to the Project or damage to Client or any third-party resulting from such suspension.

Work Product. PEC is the author and owner of all reports, drawings, specifications, test data, techniques, photographs, letters, notes, and all other work product, including in electronic form, created by PEC in connection with the Services (the “Work Product”). PEC retains all common law, statutory, and other reserved rights in the Work Product, including copyrights. The Work Product may not be reproduced or used by the Client, or anyone claiming by, through or under the Client, for any purpose other than the purpose for which it was prepared, including, but not limited to, use on other projects or future modifications to the Project, without the prior written consent of PEC. Any unauthorized use of the Work Product shall be at the user’s sole risk and Client shall indemnify PEC for any liability or legal exposure arising from such unauthorized use. To the extent PEC terminates this Agreement due to non-payment by Client, Client shall not be entitled to use the Work Product for any purpose without the prior written consent of PEC.

Unless otherwise agreed by Client and PEC, Client may rely upon Work Product only in paper copy (“hard copy”) or unalterable digital files, with either wet or digital signature meeting the requirements of the governing licensing authority having jurisdiction over the Project. In all instances, the original hard copy of the Work Product takes precedence over electronic files. All electronic files furnished by PEC are furnished only for convenience, not reliance by Client, and any reliance on such electronic files will be at the Client’s sole risk.

Insurance. Client and PEC agree to each maintain statutory Worker’s Compensation, Employer’s Liability Insurance, General Liability Insurance, and Automobile Insurance coverage for the duration of this Agreement. Additionally, PEC will maintain Professional Liability Insurance for PEC’s negligent acts, errors, or omissions in providing Services pursuant to this Agreement.

Change Orders. Changes in the Services may be accomplished after execution of this Agreement or any Work Order only by a written change order signed by Client and PEC. For any change that increases PEC’s cost of, or time required for performance of any part of the Services, PEC’s compensation and time for performance will be equitably increased.

Differing, Concealed, or Unknown Conditions. If PEC encounters conditions in performance of the Services that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the information provided to PEC, or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Project or Work Order, PEC will, if practicable, promptly notify Client before conditions are disturbed. Subsurface condition identification is limited to only those points where samples are taken.

The nature and extent of subsurface condition variations across a Project site may not become evident until construction commences. PEC assumes no liability for site variations differing from those

sampled, or concealed or unknown conditions discovered during construction. If the differing, concealed, or unknown conditions cause an increase in PEC's cost of, or time required for performance of any part of the Services, PEC's compensation and time for performance will be equitably increased.

Additionally, Client (1) waives all claims against PEC and (2) agrees to indemnify and hold harmless PEC as well as its respective officers, directors and employees, from and against liability for claims, losses, damages, and expenses, including reasonable attorneys' fees from all claims, including third-party claims resulting from differing, concealed, or unknown conditions.

Fast-Track, Phased or Accelerated Schedule. Accelerated, phased or fast-track scheduling increases the risk of incurring unanticipated costs and expenses, including costs for PEC to coordinate and/or redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant construction documents, and costs for others to remove and replace previously installed work. If Client selects accelerated, phased or fast-track scheduling, Client agrees to include a contingency in the Project budget sufficient to cover such costs.

Force Majeure. PEC will not be liable to Client for delays in performing the Services or for any costs or damages that may result from: labor strikes; riots; war; acts of terrorism; acts or omissions of governmental authorities, the Project owner, Client or third-parties; extraordinary weather conditions or other natural catastrophes; acts of God; unanticipated site conditions; or other acts or circumstances beyond the control of PEC. In the event performance of the Services is delayed by circumstances beyond PEC's control, PEC's compensation and time for performance will be equitably increased.

Construction Means; Safety. PEC shall have no control over and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for construction safety precautions and programs. PEC shall not be responsible for the acts or omissions of any contractor, subcontractor or any other person performing any work (other than the Services), or for the failure of any of them to carry out their work in accordance with all applicable laws, regulations, codes and standards, or the construction documents.

Cost Estimates. Upon request, PEC may furnish estimates of probable cost, but cannot and does not guarantee the accuracy of such estimates. All estimates, including estimates of construction costs, financial evaluations, feasibility studies, and economic analyses of alternate solutions, will be made on the basis of PEC's experience and qualifications and will represent PEC's judgment as a design professional familiar with the construction industry. However, PEC has no control over (1) the cost of labor, material or equipment furnished by others, (2) market conditions, (3) contractors' methods of determining prices or performing work, or (4) competitive bidding practices. Accordingly, PEC will have no liability for bids or actual costs that differ from PEC's estimates.

Termination. Both Client and PEC have the right to terminate this Agreement for cause upon seven calendar days' written notice to the other party. In the event the PEC terminates this Agreement for cause, PEC shall be entitled to payment for all Services performed and expenses incurred up to the time of such termination, plus fees for any required transition services, and reimbursement of all costs and damages attributable to such termination.

Environmental Hazards. Client acknowledges that the Services do not include the detection, investigation, evaluation, or abatement of environmental conditions that PEC may encounter, such as mold, lead, asbestos, PCBs, hazardous substances (as defined by Federal, state or local laws or

regulations), contaminants, or toxic materials that may be present at the Project site. Client agrees to defend, indemnify, and hold PEC harmless from any claims relating to the actual or alleged existence or discharge of such materials through no fault of PEC. PEC may suspend the Services, without liability for any damages, if it has reason to believe that its employees may be exposed to hazardous materials. **Betterment.** PEC will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of any Project.

Dispute Resolution. The Client and PEC will endeavor to resolve claims, disputes and other matters in issue arising out of this Agreement, the Project or the Services through a meet and confer session. The meeting will be attended by senior representatives of Client and PEC who have full authority to resolve the claim. The meeting will take place within thirty (30) days after a request by either party, unless the parties mutually agree otherwise. Prior to the meeting, the parties will exchange relevant information that will assist in resolving the claim.

If the parties resolve the claim, they will prepare appropriate documentation memorializing the resolution. If the parties are unable to resolve the claim, Client and PEC agree to submit the claim (except PEC claims for nonpayment) to mediation prior to the initiation of any binding dispute resolution proceedings. The mediation will be held in Wichita, Kansas, and the parties will share the mediator's fees and expenses equally.

Jurisdiction; Venue; Governing Law. To the fullest extent permitted by law, Client and PEC stipulate that the Eighteenth Judicial District, District Court, Sedgwick County, Kansas is the court of exclusive jurisdiction and venue to determine any dispute arising out of or relating to this Agreement, the Project or the Services. Client and PEC further agree that this Agreement shall be construed, interpreted and governed in accordance with the laws of the State of Kansas without regard to its conflicts of laws principles.

Indemnity. To the fullest extent permitted by law, Client and PEC each agree to indemnify and hold harmless the other, as well as their respective officers, directors and employees, from and against liability for claims, losses, damages, and expenses, including reasonable attorneys' fees, provided such claim, loss, damage, or expense is attributable to bodily injury, sickness, disease, death, or property damage, but only to the extent caused by the negligent acts or omissions of the indemnifying party, or anyone for whose acts they may be liable.

Agreed Remedy. To the fullest extent permitted by law, the total liability, in the aggregate, of PEC and PEC's officers, directors, employees, agents, and consultants to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages, including, without limitation, attorneys' fees, arising out of or in any way related to this Agreement, the Services, or the Project, from any cause and under any theory of liability, shall not exceed PEC's total fee under the applicable Work Order. In no event will PEC be liable for any indirect, incidental, special or consequential damages, including, without limitation, loss of use or lost profits, incurred by Client or anyone claiming by, through or under Client.

Assignment. Neither Client nor PEC will assign any rights, duties, or interests accruing from this Agreement without the prior written consent of the other. This Agreement will be binding upon Client, PEC, and their successors and assigns.

No Third-Party Beneficiaries. This Agreement is solely for the benefit of Client and PEC. Nothing

Ms. Aguilera
City of Valley Falls
On – Call City Engineer for Valley Falls
December 21, 2021
Page 5

herein is intended in any way to benefit any third party or otherwise create any duty or obligation on behalf of Client or PEC in favor of such third parties. Further, PEC assumes no obligations or duties other than the obligations to Client specifically set forth in this Agreement. PEC shall not be responsible for Client’s obligations under any separate agreement with any third-party including, without limitation, any agreement between Client and a Project owner.

Performance. PEC will perform the Services with the level of care and skill ordinarily exercised by other consultants of the same profession under similar circumstances, at the same time, and in the same locality. PEC agrees to perform the Services in as timely a manner as is consistent with the professional standard of care and to comply with applicable laws, regulations, codes and standards that relate to the Services and that are in effect as of the date when the Services are provided.

Entire Agreement. This Agreement represents the entire and integrated agreement between Client and PEC and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may only be amended by a writing signed by Client and PEC.

Severability. If any provisions of this Agreement is determined to be unenforceable, in whole or in part, the remainder shall not be affected thereby and each remaining provision or portion thereof shall continue to be valid and effective and shall be enforceable to the fullest extent permitted by law.

This Agreement is effective upon the later of the two dates below.

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

By: _____

Printed Name: _____

Title: _____

Date: _____

CITY OF VALLEY FALLS, KANSAS

By: _____

Printed Name: _____

Title: _____

Date: _____

WORK ORDER NO. _____

This Work Order No. _____ is made as of this _____ day of _____, 20____, under the terms and conditions established in the Master Agreement between Client and Professional Engineering Consultants, P.A. (PEC) dated _____. Except to the extend modified herein, all terms and conditions of the Master Services Agreement shall continue a full force and effect.

SECTION A – SERVICES

- A.1** PEC shall perform the following services (collectively, the “Services”):
- A.2** In conjunction with the performance of the Services as described above, PEC shall provide the following submittals, documents or other deliverables to Contractor:
- A.3** Exclusions:

SECTION B – SCHEDULE

PEC shall perform the Services and deliver the above documents according to the following:

SECTION C – COMPENSATION

In return for the proper performance by Professional Engineering Consultants, P.A. of its Services, Client shall pay to PEC an amount not to exceed _____ Dollars (\$_____), payable according to the following terms:

SECTION E – OTHER PROVISIONS

The parties agree to the following additional provisions with respect to this Work Order:

CLIENT

By: _____

Printed Name: _____

Title: _____

Date: _____

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

By _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT B

1. THE CONSULTANT AGREES:

- A. Upon request, provide a registered professional engineer at a regularly scheduled meeting of the CITY Council and /or a regularly scheduled meeting of the Planning and Zoning Commission and any special meeting called by either body.
- B. Upon request, provide routine advice on matters pertaining to engineering problems confronting the CITY.
- C. Upon request, review proposed plats, drainage plans, utility plans, site plans, petitions and phase maps submitted to the CITY for conformance to CITY policies, ordinances, codes or regulations; State and Federal requirements, as well as generally accepted engineering practices and /or standards.
- D. Update boundary descriptions based on changes in the City Limits boundary.
- E. Assist in preparation of cost estimates for Capital Improvement projects.
- F. To be available by telephone for consultation on matters not requiring extensive research for resolution.
- G. Other items that may require extensive time and effort will be negotiated as needed, and will be evaluated with the CITY prior to PROFESSIONAL ENGINEERING CONSULTANTS, P.A. performing the work. Compensation for those items will be per a mutual agreement with the CITY.

2. THE CONSULTANT FURTHER AGREES:

- A. To accept via separate contract all engineering, landscape architecture, surveying, and geotechnical projects, studies, and investigations that the CITY may undertake during the term of this contract and submit to PROFESSIONAL ENGINEERING CONSULTANTS, P.A. for the term of the contract. If the PROFESSIONAL ENGINEERING CONSULTANTS, P.A. cannot accept the project due to staff limitations, then PROFESSIONAL ENGINEERING CONSULTANTS, P.A. shall advise the CITY in writing. Projects that entail the preparation of plans and specifications shall be performed in accordance with Exhibit C or based on other acceptable fee arrangements. All other projects, studies or investigations shall be based upon the appropriate rate(s) specified in Exhibit D.

EXHIBIT C

CIVIL ENGINEERING DESIGN FEE* RANGE FOR CONSTRUCTION PROJECTS

COST OF PROJECT CONSTRUCTION	PERCENTAGE OF
\$1,000,000 and greater	7.5%
\$500,000 to \$1,000,000	8.0%
\$300,000 to \$500,000	8.2%
\$100,000 to \$300,000	9.5%
\$50,000 to \$100,000	10.7%
\$20,000 to \$50,000	12.5%
\$0 to \$20,000	15.2%

*More complex projects may require additional fee. Construction Phase Services fees are not included in this fee range.

EXHIBIT D

2022 RATE SCHEDULE A**

<u>TITLE</u>	<u>HOURLY RATE *</u>
Principal Engineer	\$195.00
Senior Project Manager	\$190.00
Project Manager	\$175.00
Senior Engineer	\$170.00
Project Engineer	\$145.00
Senior Landscape Architect	\$140.00
Landscape Architect	\$110.00
Land Use Planner	\$130.00
Design Engineer	\$120.00
Senior Technician	\$135.00
Design Technician	\$100.00
Commissioning Agent	\$130.00
Project Assistant	\$85.00
Senior Field Project Manager	\$155.00
Field Project Manager	\$140.00
Senior Inspector	\$135.00
Inspector	\$115.00
Senior Field Technician	\$95.00
Field Technician	\$75.00
Driller	\$100.00
Land Surveyor	\$125.00
Party Chief	\$105.00
Survey Technician	\$85.00
*Premium time for all non-salaried personnel or as noted in the contract	1.5 multiplier

REIMBURSABLES:

Infrared Camera.....	\$50.00/Hour
Structural Testing Equipment.....	\$50.00/Hour
Outside Consultants.....	Cost plus 10%
Reproduction & Photography.....	Cost plus 10%
Equipment Rental.....	Cost plus 10%
Material.....	Cost plus 10%
Vehicle Mileage.....	\$0.56/Mile
Truck Mileage.....	\$0.70/Mile
ATV.....	\$20.00/Hour
GPS.....	\$50.00/Hour
3D Laser Scanner.....	\$150.00/Hour
Robotic Total Station.....	\$50.00/Hour
UAS.....	\$150.00/Hour
Drill Rig Use.....	\$75.00/Hour
Car Rental and Fuel.....	Cost plus 10%
Per Diem, Meals.....	Cost plus 10%
Per Diem, Lodging.....	Cost plus 10%
Deliveries and Overnight Mail.....	Cost plus 10%
Travel, Hotel, Meals, and Subsistence.....	Cost plus 10%
Filing Fees.....	Cost plus 10%
Concrete Testing Equipment.....	\$10.00/Each
Nuclear Gauge Equipment.....	\$20.00/Each
Compression Tests of Cylinders.....	\$12.00/Each
Ultra Sonic Testing Equipment.....	\$50.00/Each
Semi-Trailer Mileage.....	\$3.00/Mile

**The rates shown above are effective for services through December 31, 2022 and are subject to revision thereafter.



600 Emlen Way
 Telford, PA 18969
 P (215)799-0980 F (215)799-0984
 www.hydroinstruments.com

TO: Tom Lasser COMPANY: Hawkins RE: Valley Falls, KS	DATE: 1/3/2022	EXPIRES: 90 Days
	QUOTE#:	PAGE 1/1
	SHIPMENT: 2-3 Weeks ARO	
	PAYMENT: Net 30	

Item	Description	Quantity	Unit Price	Total Price
1	Series RPH-260 Residual Chlorine Analyzer - Incudes: (1) F1-5 free chlorine sensor 0-5 PPM; (1) T1-5 total chlorine sensor 0-5 PPM; (1) pH electrode Build no. RPH-262-F1-5-1-T1-5-0-0-0	1	\$ 5,815.00	\$ 5,815.00
2	Membrane cap, F1 free chlorine sensor Part no. MCH-F1	1	\$ 120.00	\$ 120.00
3	Electrolyte bottom, 100 ml, F1 free chlorine sensor Part no. REH-F1	1	\$ 60.00	\$ 60.00
4	Membrane cap, T1 total chlorine sensor Part no. MCH-T1-4E	1	\$ 150.00	\$ 150.00
5	Electrolyte, 100 ml, T1 total chlorine sensor Part no. REH-T1	1	\$ 100.00	\$ 100.00

Chris Montis

Customer Service & Tech Support
 Hydro Instruments



City of
VALLEY FALLS

Incorporated May 17, 1869

**City Administrator Report
City Council January 5, 2022**

- 1) Met with Fire & EMS on December 20th.
- 2) Met with Meals on Wheels. City Hall be the new pickup/ drop-off location for food.
- 3) Offices were closed December 23rd, 24th, and 31st for Holidays.
- 4) City Map has been installed in City Hall. This is a request from the City Council Work Session.
- 5) Working on getting Project Exemption Certificate for Bettis for the CDBG Project.
- 6) Working on review and update of Job Descriptions and Personal Policies & Guidelines.
- 7) Working on the Fund Balance vs Bank balances. Will make adjustment when closing out year-end and moving to gWorks.
- 8) Installing Firewall at Water Plant.

Pending Projects

CDBG Street Project - Project Complete. Financial Closeout Pending.

CDBG Sewer Project - Application Submitted. Pending approval in 2022.

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

Installation of Automatic Water Meters: 175 installed to date

Financials

Fund Balances As Of:

Fund #	Fund Name	Previous Balance	New Balance
01	General	\$47,902.76	\$144,179.98
03	Water	\$144,063.65	\$168,734.70
04	Sewer	\$276,944.93	\$300,781.65
05	Capital Improvement	\$96,986.74	\$96,007.56
06	Street & Highway	\$92,099.68	\$87,432.03
07	Special Equipment Reserve	\$10,531.71	\$5,731.71
08	Solid Waste	\$52,442.59	\$56,035.75
09	Bond Fund	\$322,142.28	\$309,452.83

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
January 5, 2022

Water:

Going to get a quote for the new chlorine reader board to replace the last two old ones we have
Had to fix an issue at the settling pond caused by a heater failure
We have a motor that appears to be going bad on one of the mixers at the water plant
End of the year water loss report will be started as soon as I get the paperwork from KDHE
Got the replacement parts in to fix Hurst tower that went bad from the storm awhile back

Sewers:

Will begin our discharge as soon as we can get Douglas Pump Co. out to open the discharge valve

Parks:

Nothing to report

Streets:

Snow removal went good considering the temperatures and other issues we had
Now preparing for next snow that is due Thursday.



VALLEY FALLS POLICE



★ BRANDON W. BINES ★
CHIEF OF POLICE

Council Meeting 01/05/2021

- Officer Davidson is now at the academy and will be gone for the next 4 months.
- New Patrol vehicle has arrived and been equipped with radio and other proper equipment – received about \$1500 worth of free equipment from the Sheriff of Ford County.
- I have been trying to get a laptop stand donated to us because the stand in the other vehicles will not work in any other vehicle. If I can not find one to be donated, we will have to purchase a stand.
- Charger will be fully marked with lightbar new graphics which will be used by Ofc. Davidson when he returns from school.
- The new Chief's vehicle will be unmarked like the charger was for traffic enforcement and other related matters.
- Animal Control Charger has been listed on Purple Wave and will be available for the end of January's bid.
- Backgrounds on applicants have been ongoing and hope to hire the FT replacement and 1 PT Officer by the following week.
- Backgrounds for additional PT Officer applicants will begin after some training with new FT Ofc.
- I am now a notary and can assist city administrator with notaries.
- Worked Patrol New Years with Officer Davidson to bring in the New Year. No significant events occurred.
- Reference to new police building, I wanted it to be known that this idea was not something that I have came up with, and that when I was hired, it was told to me by the old city administrator and the mayor that a new police building had been discussed and was looking for other ideas on getting into a new building. In the Chief Job announcement, listed back in May 2021, it was advertised that discussions regarding a different police facility has been ongoing. This was something that I was told was wanted by the council and citizen in which I was trying to stay on top of what I though everyone wanted because of the current situation being not ideal and accessible to citizens.

"SERVING THE CITIZENS WHERE WE LIVE,
PROTECTING THE COMMUNITY, WE LOVE"

417 BROADWAY STREET, VALLEY FALLS, KANSAS 66088

TELEPHONE (785) 945- 3434

WWW.VALLEYFALLSPOLICE.ORG

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;



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.