



City of VALLEY FALLS

Incorporated May 17, 1869

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 18, 2023 6:30 PM
Regular Meeting

CALL TO ORDER
PLEDGE OF ALLEGIANCE
ROLL CALL - City Council and Staff
MINUTES - Regular Meeting of January 4, 2023

PUBLIC COMMENTS & GUESTS:
Public Comment Policy

BUSINESS ITEMS:

1. Status Update 207 Sycamore
2. Procurement Policy
3. Employee Handbook Update - Holiday Pay
4. Trash Service Request for Proposals (RFP)
5. 2022 Audit - Agler & Gaeddert
6. GIS Mapping Software
 - a. PEC - \$6,950 set up, \$500 annual/ user
 - b. I am GIS - \$5,000 set up, \$2,000 annual unlimited users
 - c. gWorks - \$13,200 set up, \$5,100 annual unlimited users

INVOICES - \$16,653.20

TABLED ITEMS:

REPORTS:

CITY ADMINISTRATOR: Audree Guzman
PUBLIC WORKS: Bill McCoy
POLICE: Carrie Clark
MAYOR: Jeanette Shipley
FIRE DISTRICT: Salih Doughramaji
ECONOMIC DEVELOPMENT BOARD: Audree Guzman
PLANNING & ZONING COMMISSION: Audree Guzman
CITY COUNCIL COMMENTS/ FEEDBACK/ IDEAS

ANNOUNCEMENTS/ COMMUNICATIONS:

EXECUTIVE SESSION
ADJOURNMENT

CITY OF VALLEY FALLS

January 4, 2023

Open Meeting

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

Staff present: Audree Aguilera, City Administrator, Chris Weishaar, City Clerk, Bill McCoy, Public Works, Police Chief Carrie Clark, and Leonard Buddenbohm, City Attorney.

Others present: Grant Lassiter.

Minutes:

The minutes from the December 7, 2022, meeting was presented.

Salih moved to approve the minutes. Gary seconded the motion. Motion carried 4-0.

Vouchers:

The December 21, 2022 and January 4, 2023, vouchers were presented. Salih moved to approve vouchers. Judy seconded the motion. Motion carried 4-0.

Public Comments & Guests: None

BUSINESS ITEMS:

A. 204 Walnut St – Status Update – Grant Lassiter was present to discuss progress on the property being cleaned up. Audree provided Grant with an grant application which could help offset costs of clean up. The matter was continued for review at the March 15, 2023 meeting.

B. Bid for Trash Service – Audree advised our trash contract with Waste Management ends in April and asked for approval to submit requests for bids.

C. Water Resource – RWD Atchison #5 – Audree advised of the potential need for more water with the river getting low. Currently to purchase enough water it wouldn't be possible because of the size of the pipe coming from RWD #5. The council advised to have PEC look at other options first.

D. New Business Incentive – 510 Broadway – Hopper Hair Salon submitted an application for New Business Incentives. Salih made a motion to approve the application. Matt seconded. Motion passed 4-0.

E. Procurement Policy – Audree advised of the need for a procurement policy. The rough draft was discussed and changes that need to be made. Item tabled.

F. Water Master Plan Update – PEC – This was discussed previously Audree will contact them.

G. Pool Painting Bid – Only one (1) bid was received from a company in Wamego. The bid of \$19,500.00 was presented. Gary made a motion to approve. Salih seconded. Motion passed 4-0.

Table Items:

City Administrator:

Projects

1. **CDBG Sewer Project Phase 1**- Design and Environmental in progress. KDHE approved design. Ready for bid process. Must have contract awarded by 3/14/2023.
2. **CDBG Sewer Project Phase 2** – Project postponed until 2024.
3. **CDBG Community Facilities** – PER submitted. Applications due February 1st.
4. **KDHE Waste Tire Grant** – Submitted. Awards announcements anticipated in April.
5. **USDOT Safety Action Plan Grant** –Application submitted. Anticipated award announcements in January.
6. **HEAL Grant** Application submitted for 419 Broadway St. Not approved for grant. Another round in Spring.
7. **Entry/ Welcome Signs** – Spoke with KDOT on 12/15/2022. Cannot place anything other than wayfinding/ directional signs in KDOT ROW within City Limits. I have let the VFCF know so they can look for a location on private land.
8. **Pool Drive Way** – Butch will complete the concrete on pool drive way in the spring before the pool season starts.
9. **Fire Hydrant Testing** – Reached out to KRWA to start the project. They have added us to the schedule to start the flow testing. This will be done over several days when the weather is above freezing. This service is free.
10. **American Rescue Plan Act (ARPA)** – Projects completed to date include: gWorks Software, RV Park Electrical Upgrade. Funds used to date: \$23,851.40. Projects pending to date include: K-16 Entry Signs. Funds planned for projects: \$7,000. Remaining Funds: \$145,106.96.
11. **Opioid Settlement** –Total received to date is \$2,952.96. \$0.00 expended.
12. **K-4 / K-16 Street Lights** – Estimate received from PEC. Around \$30,000 to add lighting. KDOT is going to perform a safety study. If warranted by KDOT, the light cost will be covered by KDOT. Safety study is anticipated to be completed in Spring 2023.
13. **KDHE Lead & Copper** Lead & Copper Inventory due to KDHE by October 16, 2024.
14. **Tucking Lot** – Set for discussion at work session.
15. **Automatic Water Meters** – 255 meters installed to date. Total of 493 water meters.

Working / In Progress

1. **Year End** Beginning the year end processes to close out financials and start 2023 year.
2. **Barnes Addition Plot** PEC has completed the draft. Will present to Planning Commission on January 12th.
3. **Pool Survey** Kramer LLC is currently working on the survey for the pool. Found some issues with the boundaries. They are researching with Jeff Co Deeds.
4. **Snow Route** A total of 54 signs to be installed. Working on installation of signs. Signs are partially up on all routes.

5. Economic Development Board – Will contact all members.

6. Planning Commission – KU could not help with the comprehensive plan. I have reached out to K-State and Wichita State for assistance. K-State can help us do the plan in the Spring of 2024. This would be at no cost to the city. Hiring a consultant to help do the Plan would cost upwards of \$70,000. City does not currently have a plan and is required by statute. Will meet again in January 12th.

7. Teen Court Working on a diversion program and youth court program for teen offenders.

8. Emergency Water Backup Talked to Atchison RWD #5 about upgrading our connection from a 4in to 8in line. The new line would have to come from 11 miles away to connect into the city.

9. Water Master Plan Working with PEC to start a water line replacement project once Sewer is completed. Starting the process now will make sure we have everything in order to begin once sewer is done. Met with PEC to update the plan to include a strategic plan for replacement of lines. PEC advised it would be best to hold off on installing valves for lines that will be replaced with the Master Plan Project.

10. Utility Mapping Found out that KRWA did GIS mapping of Water and Sewer in 2007. Working on updating the maps and getting them in use.

11. 204 Walnut St Condemnation Spoke with Grant Lassiter on August 19th. He will continue to work on demolishing the trailer in the fall with the cooler weather. Next update January 4th.

12. 207 Sycamore St Condemnation No progress. Next update January 4th.

13. 419 Broadway St Condemnation Submitted for HEAL Grant. Next progress update February 15th.

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

Water:

We took delivery of the generator for Hurst tower and will be installing it after the first of the year when the weather is warmer. We are going to put in a pad to mount it to.

We had more water leaks and got them repaired. Had to issue a boil order that we lifted the next day when testing came back good.

Sewers:

Everything is working good as of now.

We will be finishing the gate valve installation as soon as the weather permits.

Farmer excavation is working on the sewer repair at 709 Frazier (should be done by meeting time).

Streets:

We now have the street sweeper and it looks to be a good unit we have not been able to use it yet.

We filled in some of the worst pot holes in some of the alleys that we have been alerted needed fixing.

General:

Trees have been planted in the park.

Police:

- Taylor started FTO training.
- Narcan Training scheduled for full time VFPD officers with McLouth officer on Tuesday January 3rd.
- Meeting with Willows Domestic Violence Organization to discuss further policy process for domestics, sexual assault, and stalking incidents.
- Officers were exposed to how to obtain a search warrant on cell phones and social media accounts.
- Explorer is scheduled to have possible ball joints replaced and regular maintenance.
- Waiting for KLETC to send confirmation for Part Time Davis and Full Time Taylor to be enrolled in the process for part time and full-time academy.

Mayor: No Report.

Fire District: They voted to dissolve the ambulance service due to lack of funds.

Economic Development Board: No Report

Planning & Zoning Commission: No Report

City Council Comments: None

ADJOURNMENT

Gary made a motion to adjourn the meeting. Salih seconded the motion. Motion carried 4-0.

APPROVED: _____
JEANETTE SHIPLEY, MAYOR

ATTEST: _____
CHRISTINE WEISHAAR, 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

Incorporated May 17, 1854

PROCUREMENT POLICY

Effective Date: January 18, 2023

Purpose: To establish purchasing policies which govern the purchase of goods and/or services by the City of Valley Falls.

Policy: The purpose of this policy is to set guidelines which govern the major purchases of goods and/or services by the City of Valley Falls. It shall also serve as an informational document to be given to local vendors so they are informed as to the City's purchasing guidelines.

Section 1. General Guidelines

Whenever possible, a commodity or service is to be obtained at both the lowest cost possible and highest quality required in order to maintain efficient City departmental operations. Department Heads shall determine the quantities needed of each item based upon such factors as usage, price discounts, shipping time, shelf life, price and any other factors as determined relevant by City staff.

All purchases made on behalf of the City of Valley Falls are to be made in accordance with the following objectives:

1. Provide for local purchasing when economically feasible;
2. Provide for effective expenditure of City funds;
3. Provide for best protection of City residents;
4. Provide for accurate accounting documentation;
5. Provide for equal opportunity, fairness and competitiveness with vendors;
6. Provide for compliance with all applicable federal, state and local laws and regulations.

The level of expenditures for each department is determined by annual adoption of the Budget by the Governing Body. The City Administrator is responsible for ensuring the purchasing practices are in accordance with this policy. The Governing Body reviews all disbursements by an appropriation ordinance and approves certain competitive bids.

All purchases are to be based upon need.

Section 2: Code of Ethics

General Ethical Standards for Employees: The City of Valley Falls will not tolerate any attempt to realize personal gain through City employment by conduct inconsistent with the proper discharge of the employee's duties. In order to fulfill this general prescribed standard, employees must follow the ethical requirements set forth in the City's adopted purchasing procedures. Any attempt to realize personal gain through public employment is a breach of public trust and ground for disciplinary action including termination.

General Ethical Standards for Non-Employees and Elected Officials: Any efforts to influence any City employees to breach the standards of ethical conduct set forth in this policy or the City's adopted purchasing procedures is also a breach of ethical standards.

No officer or employee of the City shall transact any business in his/her official capacity with any business entity of which he/she is an owner, officer, agent or member or in which he/she owns a substantial interest; nor shall he/she make any personal investments in any enterprise that will create a substantial conflict between his/her private interest and the public interest.

No officer or employee of the City shall enter into any material private business transaction with any person or entity that has a matter pending to be acted upon which the officer or employee is or will be called upon to render a decision or pass judgment. If any officer or employee already is engaged in the business transaction at the time a matter arises, he/she shall abstain from discussion and be disqualified from rendering any decision or passing any judgment upon the same.

It shall be a breach of ethical standards for any employee or public official to knowingly use confidential information for personal gain, or to convey information to others for their personal gain.

Employees will be guided in interpretation by the distinction between a gift, gratuity or favor given or received that has significant monetary value and is offered or accepted in expectation of preferential treatment, and an expression of courtesy. Examples of acceptable courtesies, include: a meal or social event, exchanges of floral offerings or gifts of food to commemorate events such as illness, death, birth, holidays or promotions; a sample or promotional gift of nominal value of \$25.00 (twenty-five) dollars or less.

The following purchases cannot be made from City funds:

1. The purchase of any illegal substance or services.
2. Gambling-related purchases.
3. Purchases made for personal benefit with no value to the City.

This Code of Ethics is reinforced through the City's Personnel Handbook.

Section 3: Local Business Preference

Recognizing local businesses contribute significantly to operational revenue of the City, preference may be given to local vendors when financially feasible.

Purchasing goods and services from local vendors is desired because it stimulates the local economy and recognizes that our local vendors are valued members of our community. Minor purchases up to \$500 shall be made from established vendors in the Valley Falls or Jefferson County area whenever possible if no loss in price or quality would result from buying local.

A local preference will be given to vendors who are located within the Valley Falls or Jefferson County area for other major purchases. Local vendors will be awarded the bid if their quote or bid is within 1%, of the low bid, with a maximum bid difference of \$2,500. When bidding multiple items/ projects of the same spec the local preference will be given on a per item/project basis.

Section 4: City Council

The City Council determines expenditure levels through the approval of the budget.

The Council approves the final disbursement of all public funds semi-monthly. If a purchase is \$5,000 or higher, Council approval is required.

Section 5: City Administrator

The City Administrator is responsible for the city's financial affairs and management. The City Administrator will approve purchases under \$5,000.

Section 6: Department Heads

Department Heads are responsible for management of their departmental budget. Department heads will approve purchases under \$2,000.

Department heads shall obtain written authorization from the City Administrator for purchases over \$2,000 and under \$5,000. Purchases of more than \$2,000 per singular item or line item or category shall be placed on a purchase order form with an estimated cost, if actual cost is unknown. The City Administrator shall approve or disapprove the purchase.

Section 7: Employees

All employees, other than department heads, are allowed purchasing authority of \$250.

Section 8: Methods of Purchasing

There are six (6) basic purchasing methods that can be used by City personnel. These methods are as follows:

A. Daily Purchasing - There are any number of items which are needed on a daily basis and are purchased on a routine basis. Because of their commonality, it is not normal to formally bid such products; however, attention is made to price and quality. Under emergency conditions, purchasing of major items may be made in this matter. Vehicles and equipment are not included in the Daily Purchasing method.

B. Competitive Pricing (written quotes): This method is utilized when review by the City Staff and/or Governing Body is warranted due to cost of good or service or type of product. This method is generally used for specialty products for which few vendors exist. This method may also be used for purchase of goods and services costing less than \$10,000. Every attempt possible should be made to obtain three (3) quotes for the purchase.

C. Sole Source Purchases: This method is used with state contract purchases. This method may also be used for departmental supplies, repairs, or replacement equipment when the department has standardized operations with a particular brand or style of product only offered by a certain vendor. A contract may be awarded or a purchase made without competition when, after conducting a good faith review of available sources, it is determined that there is only one source for the required product. The City Administrator or department head may then conduct negotiations, as appropriate, as to price, delivery, and terms.

D. Competitive Sealed Bids: This method is used for the purchase of major equipment or professional services estimated at \$10,000 or more. This method is also used when such factors as scheduling requirements, beginning time, delivery time, total cost, warranty and other factors need to be evaluated. The process is initiated by giving the bid advertisement to the City Administrator. A notice will be published at least once in the City's official newspaper. Staff or the design professional hired by the City is responsible to distribute the bid documents. At least two City staff must be present during the bid opening, which must be advertised and open to the public. The Department Head will bring results of the bid process, along with their recommendation, to a City Council meeting for Council action. The Council reserves the right to accept or reject any and/or all bids. This method is also used when required by State or Federal grant programs.

E. Competitive Negotiations: This method used primarily for professional services. Competitive negotiations are initiated by publishing a Request For Proposals (RFP) or a Request For Qualifications (RFQ). The RFP is used when price is a factor in selection; the RFQ is used when price is primarily considered after selection (generally for engineering and architectural services).

1. In both RFP and RFQ, the services to be procured are clearly defined, as are the factors to be used in evaluation and selection.
2. All proposals received are to be reviewed according to the defined selection criteria; the review should be in writing such as a ranking system.
3. For RFQ's, an invitation is made to one or more respondents to negotiate a price or fee.
4. For both RFQ's and RFP's, selection is made on the basis of the most responsible offer or price and other factors considered.
5. Preparation and signing of a contract formalizing a scope of work and the terms of compensation is required.

City Council shall approve the final selection from the RFP or RFQ.

F. Non-Competitive Negotiations: Non-competitive negotiations shall be used only when (1) the use of competitive negotiations is not feasible, such as only one supplier, (2) there is some public emergency, or (3) the results of the competitive negotiations are inadequate.

Negotiations shall be conducted with the selected company regarding a scope of work and price.

Preparation and signing of a contract formalizing a scope of work and the terms of compensation is required. All contracts for purchases The original copy of the contract must be stored in the City Clerk's office.

G. Split Purchasing or Order Splitting Prohibited: The deliberate practice of splitting a transaction, order, or project into two or more smaller parts to keep the purchase beneath the purchaser's approved spending authority is expressly prohibited.

It should be noted that while the above methods are considered normal purchasing procedures, situations might dictate a deviation from using one method as opposed to another.

Section 9: Grant Procurement Procedures

These procedures are in general accord with federal requirements set forth in Public Law 103-355. The intent of the procedures is to describe how the Grantee obtains services and supplies for project activities. For each procurement procedure listed herein, direct solicitation of minority-owned and woman-owned business enterprises will occur. Price or rate quotations should be obtained (either by phone or in writing) from an ample number of qualified sources (usually three or more).

1. *Small Purchases.* Small purchases are a simple and informal method used where goods or services do not cost in aggregate more than \$25,000.
 - a. Documentation regarding businesses contacted and the prices quoted should be maintained in the procurement file.
 - b. Written documentation regarding basis for selection and cost should be maintained in the procurement file. Action taken by the Grantee should be recorded in meeting minutes.
 - c. Preparation and signing of a contract formalizing a scope of work and the terms of compensation is required for purchases totaling \$1,000 or greater.
2. *Competitive Sealed Bids.* Competitive sealed bids are initiated by publishing an Invitation for Bids (IFB) or similar notice in a local newspaper, local television access channel and/or in contractor trade publications.
 - a. The IFB process is used when detailed specifications for the goods or services to be procured can be prepared and the primary basis for award is cost.
 - b. All bids received must be opened in public and tabulated according to published selection criteria; the results are provided in writing to bidders.
 - c. The contract awarded must be firm-fixed-price contract (based on lump sum or unit price)
 - d. Preparation and signing of a contract formalizing a scope of work and the terms of compensation is required once local officials endorse the bid action and contract amount.
3. *Competitive Negotiations.* Competitive negotiations are initiated by preparing a Request For Proposals (RFP) or a Request For Qualifications (RFQ). The RFP is used when price is a factor in selection; the RFQ is used when price is not considered until after selection. If local funds only are used to pay for any of the services being procured through this process, the Grantee can elect to consider and discuss the project and proposed scope of services with a minimum of firms it has had prior experience with. If

CDBG funds are used to pay for any of the services being procured, then the RFP or RFQ is published in newspapers with general circulation in counties where consultants are located. If no CDBG funds are used, then, the requests are simply mailed or provided directly to three or more engineering firms in the region.

- a. In both RFP and RFQ, the services to be procured are clearly defined, as are the factors to be used in

- evaluation and selection.
- b. All proposals received are to be reviewed according to the defined selection criteria; the review should be in writing such as a ranking system.
 - c. For RFQ's, an invitation is made to one or more respondents to negotiate a price or fee for services to be provided.
 - d. For both RFQ's and RFP's, final selection is made on the basis of the most responsible offer or price and other factors considered such as qualifications.
 - e. Preparation and signing of a contract formalizing a scope of work and the terms of compensation occurs after selection and contact is made with the chosen firm.

Regarding the administration of CDBG projects, the Grantee will either administer the project, or contract with a regional planning commission, depending on the project location and proposed complexities it presents. No procurement is needed for either of these scenarios.

1. *Non-Competitive Negotiations.* Non-competitive negotiations can be used only when (1) the use of competitive negotiations is not feasible, (2) there is some public emergency, or (3) the results of the competitive negotiations are inadequate.

In summary, if CDBG funds are used to pay for a product or service, or any part thereof, CDBG procurement procedures will apply to the project activity unless the aforementioned local procurement policies are stricter. If CDBG funds are not used to pay for any of a contract, the Grantee written procurement procedures will apply.

Section 10: Emergency Purchases

Notwithstanding the procedures set forth in this policy, the City Administrator, in consultation with the Mayor, may authorize emergency purchases of supplies or services beyond the City Administrators spending authority when necessary if delay could cause threat to public health, welfare, safety, or injure the City financially or otherwise. Such emergency procurements will be made with competition if practical for the circumstances. The report of such purchases and the nature of the emergency requiring such shall be provided to the City Council at the earliest possible time.

Section 11: Purchase Cards

Gasoline cards and credit cards are provided to certain employees in cases where such cards are needed to perform essential duties. All employees shall submit receipts to their respective department head or the City Clerk after purchase to allow reconciliation with monthly statements. The fund responsible to pay for the purchase should be written on the receipt. Purchase card balances are to be paid in full at each payment interval so as not to incur any additional debt to the City beyond the item(s) purchased.

Section 12: Charge Accounts

The City maintains charge accounts at several local vendors. If necessary, the employee should inform the vendor at time of purchase which City department is responsible for the charge. Employees who make charges on said accounts shall submit receipts to their respective department head after purchase to allow reconciliation with monthly statements. The fund responsible to pay for the purchase should be written on the receipt. Charge account balances are to be paid in full at each payment interval so as not to incur any additional debt to the City beyond the item(s) purchased.

Section 13: Regular Monthly Bills

The City Administrator or City Clerk shall be authorized to pay regular, monthly bills such as those for utilities, telephone, internet, insurance premiums, and credit cards prior to City Council approval in order to avoid assessment of late charges.

Section 14: Sales Tax Exemption

As a general rule, all City purchases are exempt from imposition of sales tax. All employees shall make sure that proper sale tax exemption forms are provided to vendors so that the City is not charged sales tax on purchases. These forms are available from the City Administrator.

Section 15: Surplus Property

In the event the City has equipment, supplies, or materials that have become surplus, or are being replaced, the City Administrator may authorize the sale or disposal of such goods, provided the value of each item is under \$5,000. In the event that an item is valued at \$5,000 or higher, prior approval of the City Council shall be obtained. Disposal of surplus goods may be as follows:

- a. Transfer to another City department if need is determined
- b. Sale to the general public by sealed bid or placed up for auction (either live or through an online auction site)
- c. Junking when no longer of value or a safety risk
- d. Trade-in toward new equipment

All interests in real property, both leasehold and fee interest, shall require City Council approval.

Any technology equipment sold, donated, or recycled shall be property cleaned to ensure any data or personal information is removed from memory and all storage devices.

Section 16: Approved Project Documents and Change Orders

The City Administrator shall be authorized to sign documents necessary to carry out a decision, project, purchase, contract, or acquisition of services that has been approved by the City Council. The City Administrator shall also be authorized to approve change orders to approved projects or purchases where the requested change is less than \$5,000.

Section 17: Summary

This purchasing policy is a guideline for all City purchases, including vehicle/equipment and is to be used as an explanation to all vendors when questions arise concerning our purchasing methods. Whenever possible, the City of Valley Falls will attempt to do the majority of business with local vendors provided that the service or commodity being considered is of a competitive price and equal quality.

Employee Handbook Update 2023

Section G – Employee Leaves

Subsection G-1 – Holidays

Bullet 4

Old

Full-time non-exempt employees, scheduled to work on an observed holiday shall receive eight (8) hours of holiday pay (at the regular rate of pay), plus overtime pay for the hours they work on the holiday. Holiday pay will not count as time worked for the purpose of calculating overtime.

New

Full-time non-exempt employees, shall receive eight (8) hours of holiday pay (at the regular rate of pay) on the observed holiday. Full-time employees required to work on the actual holiday shall be paid for the total number of hours worked that day at 1.5 times the employees' regular rate. Holiday pay will not count as time worked for the purpose of calculating overtime.



CITY OF VALLEY FALLS, KANSAS SOLID WASTE COLLECTION REQUEST FOR PROPOSAL Valley Falls, Kansas	
Date Available:	January 19, 2023
Closing Date:	March 10, 2023 at 5pm CDT
Publicly Opened:	March 15, 2023 at Regular City Council Meeting
Item:	Collection of Solid Waste
City:	City of Valley Falls, Kansas
Location:	City Hall, 417 Broadway Street, Valley Falls, KS 66088
<p>The City of Valley Falls, Kansas ("City") is requesting proposals from qualified entities ("Bidders") to operate a system for the collection of solid waste. This Request for Proposals ("Request") is a formal invitation to bidders to submit bids, in accordance with the specifications, and bid format instructions described herein.</p>	
<p>READ THIS REQUEST CAREFULLY</p> <p>Failure to abide by all of the conditions and requirements of this Request may result in the rejection of a bid.</p>	

SECTION 1
CONDITIONS TO BIDDING

1.1 Negotiated Procurement: Final evaluation and award is made by the City.

1.2 Questions to Bidders: Any, all, or none may be required to explain their understanding and approach to the project and/or respond to questions from the City concerning the proposal; or, the City may award to the low bidder without conducting negotiations. The City reserves the right to request information from bidders as needed. If information is requested, the City is not required to request the information of all bidders.

Bidders selected to participate in negotiations may be given an opportunity to submit a best and final offer to the City. Prior to a specified cut-off time for best and final offers, bidders may submit revisions to their technical and cost proposals. Meetings with representatives of the City are generally not subject to the Open Meetings Act. Bidders are prohibited from electronically recording these meetings. All information received prior to the cutoff time will be considered part of the best and final offer.

No additional revisions shall be made after the specified cut-off time unless requested by the City.

1.3. Cost of Preparing Proposal: The cost of developing and submitting the proposal is entirely the responsibility of the bidder. This includes costs to determine the nature of the engagement, preparation of the proposal, submitting the proposal, negotiating for the contract and other costs associated with this request. All responses will become the property of the City and will be a matter of public record subsequent to signing of the contract or rejection of all bids.

1.4. Criteria for Evaluating Proposals: The City shall make award in the best interest of the City.

General: The bidder should develop a proposal through a process that considers the mission and involvement of the City. All proposals submitted in response to this request will be evaluated by the City using the following criteria and factors (listed in no particular order of importance):

1.4.1 TIMING OF DELIVERY. Services are requested for a **three (3) year term** to commence on April 17, 2023.

1.4.2 TECHNICAL RESPONSE. This includes the extent to which the bidder effectively demonstrates an understanding of the needs of the City as described in the Request, and offers appropriate solutions to meet those needs. The quality of the technical response is measured by the extent to which the specifications are adequately addressed within the bidder's proposal, and the extent to which the bidder may suggest recommendations for improvements.

1.4.3 RESPONSE Format and Completeness. Adequacy and completeness of the proposal is required and carries an important weighting in the evaluation of all proposals. The proposal is to be complete, clear, and understandable. Pages are to be consecutively numbered.

1.4.4 Financial Ability: The bidder's demonstrated financial ability to implement, manage, and maintain the proposed offering.

1.4.5 Experience and Qualifications: The bidder's general experience and qualifications, and the City's assessment of bidder's ability to perform the work in a timely manner. The experience and professionalism of security services is also a consideration.

1.5 Acceptance or Rejection: The City reserves the right to accept or reject any or all proposals or part of a proposal; to waive any informalities or technicalities; clarify any ambiguities in proposals; modify any criteria in this request; and unless otherwise specified, to accept any item in a proposal.

1.6 Agreement: The successful bidder will be required to enter into a formal contract that is acceptable to the City. Special provisions with the agreement allow for the addition of attachments, amendments, and special conditions that may be negotiated by the successful bidder and the City. The bidder's response to this Request shall be included as a legal part of the agreement. In the absence of any language to the contrary, this Request will be the determining document in questions of compliance with the specifications for this project.

1.7 Contract Formation: No contract shall be considered to have been entered into by the City until all statutorily required signatures and certifications have been rendered; and a written contract has been signed by the successful bidder.

1.8 Open Records Act (K.S.A. 45-205 et seq.): All proposals become the property of the City. All information contained in proposals will become open for public review once a contract is signed or all proposals are rejected.

1.9 Federal, State and local Taxes-Governmental Entity: Unless otherwise specified, the proposal price shall [not] include all applicable federal, state and local taxes. The successful bidder shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Request.

1.10 Licenses: The successful bidder shall obtain in all licenses and permits (other than the license and permit granted by the contract) required by the City, Jefferson County, or the State of Kansas.

1.11 Insurance: The City shall not be required to purchase any insurance against loss or damage to any personal property prior to installation nor shall the City establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act, the bidder shall bear the risk of any loss or damage to any personal property prior to installation.

SECTION 2

Proposal Instructions

2.1 Preparation of Proposals: The City has the right to rely on any price quotes provided by bidders. The bidder shall be responsible for any mathematical errors in price quotes. The City reserves the right to reject proposals, which contain errors.

Proposals shall be submitted in sealed envelopes and the outside envelope shall be clearly identified with this Request and the bid closing date. The City is relieved of any responsibility if the bidder fails to comply with this requirement.

A proposal shall not be considered for award if the price in the proposal was not arrived at independently and without collusion, consultation, communication, or agreement as to any matter related to price with any other bidder, competitor, or City employee.

Proposals shall contain a concise description of bidder's capabilities to satisfy the requirements of this Request for Proposal with emphasis on completeness and clarity of content. Repetition of terms and conditions of the Request for Proposal without additional clarification shall not be considered responsive.

2.2 Deadline for Submission of proposals: Bidder's proposal shall consist of: an original and four (4) copies of the proposal, including literature and other supporting documents;

Bidder's proposal, sealed securely in an envelope or other container, shall be received promptly by 4:00pm on Friday, March 10, 2023, addressed as follows:

**City of Valley Falls, KS
Attn: City Administrator
417 Broadway Street
Valley Falls, KS 66088**

Faxed or telephoned proposals are not acceptable unless otherwise specified by the City. Proposals received prior to the closing date shall be kept secured and sealed until closing. The City shall not be responsible for the premature opening of a proposal or for the rejection of a proposal that was not received prior to the closing date because it was not properly identified on the outside of the envelope or container. Bids that are received after the bid deadline time and date shall be disqualified from consideration. Accordingly, bidders who are mailing their proposals should allow for normal mail delivery time to ensure timely receipt by the City. Late technical and/or cost proposals will be retained unopened in the file and not receive consideration.

2.3 Signature of Proposals: Each proposal shall give the complete mailing address of the bidder and be signed by an authorized representative by original signature with his or her name and legal title typed below the signature line. Each proposal shall include the bidder's social security or Federal Employer's Identification Number. A Signature Sheet has been provided as part of this Request. It should be completed and returned as part of the Proposal.

2.4 Notice of Award: An award is made on execution of the written contract by all parties. Only the City is authorized to issue news releases relating to this Request, its evaluation, award and/or performance of the contract.

2.5 Other proposal completion instructions: The bidder should submit a transmittal letter as part of the narrative proposal which affirmatively states that the bidder has read this entire Request for Proposal and agrees to comply with all provisions contained within this Request for Proposal.

A description of the bidder's qualifications and experience providing the requested or similar services should be included as part of the narrative proposal. The bidder must be an established firm recognized for its capacity to perform. The bidder must be capable of meeting the deadlines specified in the Request.

Beyond these general guidelines, bidders are invited to submit additional information in the narrative section that they may consider important in fully explaining their proposal and the advantages for its selection.

Narrative section should be typed with double line spacing and using a font of size 11 or larger.

This section should be published on 8 1/2 inch X 11 inch plain paper stock printed on one side only.

Proposals should not be stapled or fastened in any permanent manner. Temporary removable clips may be used to keep the proposal assembled.

Section 3 General Provisions

3.1 Termination for Cause: The City of Valley Falls, Kansas reserves the right to terminate performance of work under any contract awarded in Response to this Request in whole or part whenever, for any reason, the City shall determine that the termination is in the best interest of and/or for the convenience of the City, it shall provide the Bidder/Contractor written notice at least ten (10) days prior to the termination date. The termination shall be effective as of the date specified in the notice.

3.2 Termination for Convenience: The City of Valley Falls, Kansas reserves the right to terminate performance of work under any contract awarded in Response to this Request in whole or in part whenever, for any reason, the City shall determine that the termination is in the best interest of and/or for the convenience of the City. In the event that the City elects to terminate such a contract in the best interest of and/or for the convenience of the City, it shall provide the Bidder/Contractor written notice at least ten (10) days prior to the termination date. The termination shall be effective as of the date specified in the notice.

3.3 Notices: All notices, demands, requests, approvals, reports, instructions, consents, or other communications (collectively "notices") which may be required or desired to be given to the City shall be IN WRITING and addressed as follows:

**City of Valley Falls, Kansas
Attn: City Administrator
417 Broadway Street
Valley Falls, KS 66088**

3.4 Independent Contractor: Both parties, in the performance under any contract awarded in response to this Request, shall be acting in their individual capacity and not as agents, employees, partners, joint ventures or associates of one another.

The employees or agents of the Bidder/Contractor shall not be construed to be the employees or agents of the City for any purpose whatsoever.

The Bidder/Contractor accepts full responsibility for payment of unemployment insurance, worker's compensation and social security as well as all income tax deductions and any other taxes or payroll deductions, required by law for its employees engaged in work authorized by this contract.

3.5 Staff Qualifications: The Bidder/Contractor shall warrant that all persons assigned by it to perform work under any contract awarded in Response to this Request shall be fully qualified to perform the work required.

Failure of the Contractor to provide qualified staffing at the level required by the proposal specifications may result in contract termination and/or damages. The Contractor shall provide high quality customer service, and shall:

- a. Treat all customers with dignity and respect.
- b. Treat all customers' property with respect.
- c. Answer questions, comments, and complaints from customers in a timely manner.
- d. Replace the lid to containers, leave containers upright and out of the street and driveway, and will not block access to mailboxes.
- f. Leave a note to the customer indicating problems with items that cannot be picked up.
- g. Immediately clean up, leaks or spills and pick up any trash dropped by the Contractor.

3.6 Complaints: All complaints shall be received by the City and shall be given promptly to the Contractor. The Contractor shall be equipped with a telephone and qualified attendants as may be necessary to receive and process complaints and service requests or receive instructions and directions from the City during the hours of 8:00 a.m. to 5:00 p.m. each and every working day during the term of the contract or renewal thereafter. The Contractor will be required to maintain records and provide monthly reports adequate to disclose the receipt of and manner or resolution of customer complaints.

3.7 Conflict of Interest: No Bidder/Contractor shall knowingly employ, during the period of any contract awarded in Response to this Request, any personnel who are also an official with or in the employ of the City.

3.8 Nondiscrimination and Workplace Safety: In carrying out its responsibilities under any contract awarded in response to this Request, the Bidder/Contractor shall abide by all Federal, State, and local laws, rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any Violations of applicable laws, rules and regulations may result in termination of this contract.

3.9 Environmental Protection: In carrying out its responsibilities under any contract awarded in Response to this Request, the Bidder/Contractor shall abide by all Federal, State, and local laws, rules and regulations regarding the protection of the environment.

The Contractor shall report any violations to the applicable governmental agency. A violation of applicable laws, rules or regulations may result in termination of this contract.

3.10 Hauling: All solid waste hauled by the Contractor shall be so contained, tied, or, enclosed that leaking, spilling, or blowing are prevented. The Contractor shall immediately clean up any leaking, spilled or blown items, particularly hydraulic fluid and petroleum products.

3.11 Hold Harmless: In carrying out its responsibilities under any contract awarded in Response to this Request, the Bidder/Contractor shall indemnify the City against any and all claims for injury to or death of any persons; for loss or damage to any property; and for infringement of any copyright or patent occurring in connection with or in any way incidental to or arising out of the occupancy, use, service, operations or performance of contractual work, caused by the Bidder/Contractor.

The City shall not be precluded from receiving the benefits of any insurance the Bidder/Contractor may carry which provides for indemnification for any loss or damage to property in the Bidder/Contractor's custody and control, where such loss or destruction is to City Property. The Bidder/Contractor shall do nothing to prejudice the City's right to recover against third parties for any loss, destruction or damage to City property.

3.12 Prohibition of Gratuities: Neither a Bidder nor any person, firm or corporation employed by a bidder in the performance of this contract shall offer or give and gift, money or anything of value or any promise for future reward or compensation to any City employee at any time.

3.13 Jurisdiction: The parties shall bring any and all legal proceedings arising hereunder or under any contract awarded in Response to this Request in the State of Kansas, District Court of Jefferson County.

3.14 Competition: The purpose of this Request is to seek free and open competition. The bidder shall advise the City when any specification, language or other requirement inadvertently restricts or limits bidding to a single source. Notification shall be in writing and must be received by the City no later than seven (7) business days prior to the bid closing date. The City reserves the right to waive minor deviations in the specifications, which do not hinder the intent of this Request.

3.15 Injunctions: Should the City be prevented or enjoined from proceeding with the acquisition before or after contract execution by reason of litigation or other reason beyond the control of the City, bidder shall not be entitled to make or assert claim for damage by reason of said delay.

3.16 Acceptance: No contract provision or use of items by the City shall constitute acceptance or relieve the bidder of liability in respect to any expressed or implied warranties.

3.17 Disclosure of Proposal Content: The laws of the State of Kansas require public information be placed in the public domain at the conclusion of the selection process, and be available for examination by all interested parties. No proposals shall be disclosed until after a Contract Award has been issued.

Trade secrets or proprietary information legally recognized as such and protected by law may be withheld if they are clearly labeled "Proprietary" in the margin of each individual page where they appear in the proposal Response package. Pricing information is normally not considered proprietary. The Bidder's entire proposal Response package shall not be considered proprietary.

3.18 Submission of the Bid: Submission of the bid will be considered presumptive evidence that the bidder is conversant with local facilities and difficulties, the requirements of the documents and of pertinent State and/or local codes, state of labor and material markets, and has made due allowances in the proposal for all contingencies.

3.19 Insurance: The successful Bidder will be required to present an affidavit of Worker's Compensation, Vehicle Liability, Public Liability, and Property Damage Insurance to the City.

3.20 Implied Requirements: All products and services not specifically mentioned in this solicitation, but which are necessary to provide the functional capabilities described by the specifications, shall be included.

3.21 Industry Standards: If not otherwise provided, materials or work called for in this Request shall be furnished and performed in accordance with best established practice and standards recognized by the contracted industry and comply with all codes and regulations, which shall apply.

3.22 Prices: Prices shall remain firm for the entire contract period. Prices quoted shall be net delivered, including all trade, quantity and cash discounts. Any price reductions available during the contract period shall be offered to the City. Failure to provide available price reductions may result in the contract termination.

3.24 New Customers: The City will receive requests for service to additional services not initially included in the contract. The City will investigate all requests for service and will make the determination of eligibility for service and thereupon notify the Contractor. The Contractor will be required to add this location to his route immediately.

3.25 Payments: Payments shall not be made for costs or items not listed in the bidder's bid.

3.26 References: Provide three (3) references. References shall have purchased similar items from the bidder in the past five years. References shall show firm name, contact person, address, and phone number. Bidder employees and the buying agency shall not be shown as references.

3.27 Certification of Specifications Compliance: By Submission of a bid and the signatures affixed hereto, the bidder certifies all products and services proposed in the bid meet or exceed all requirements of this specification as set forth in this Request.

3.28 Award: Awards will be made by the City based upon the best interest of the City. The successful bidder will be notified in writing by the City. Neither the bidder nor the City is obligated in any way until a contract has been approved and signed by all parties.

SECTION 4 SPECIFICATION FOR PROJECT

4.1 Specifications for Trash and Garbage: in addition to the General Specifications, the following shall apply:

a. Scope of work: The Contractor shall provide collection of residential garbage and trash once per week on a regularly scheduled day. The City in consultation with the Contractor shall determine the day of collection. The collection point shall be at the curbside or in the alley. Normal collection hours should be between the hours of 7:00 a.m. and 5:00 p.m. It is anticipated that collections will not take place more than two (2) days in any one (1) week.

b. Bid 1 - Curbside Residential Collection: The Contractor shall collect garbage and trash in customer provided container(s) placed at the curbside (at the street right-of-way in the absence of curbs) or the alley of the customer.

Bid 2 - Curbside Residential Collection: It will be mandatory for the Contractor to provide, at the customer's cost, uniform containers to collect garbage and trash placed at the curbside (at the street right-of-way in the absence of curbs) or alley of the customer.

c. Special Accommodations: Aged, feeble or handicapped customers for whom it would be impractical or difficult to transport the container to the curbside shall be served from their house side or where their containers are generally kept, provided the City shall provide a written list of customers to the Contractor on a quarterly basis.

d. Disposal: Disposal shall be at any legally operated landfill permitted by the State of Kansas. The contractor shall be responsible for all costs associated with the disposal of the solid waste material collected.

4.2 Yard Waste: The Contractor shall not provide collection of yard waste.

4.3 Special Pickups: The Contractor shall pickup bulk items, such as furniture, cardboard boxes, and construction debris. Disposal shall be at any legally operated landfill permitted by the State of Kansas. The Contractor shall be responsible for all costs associated with the disposal of materials collected.

4.4 Spring & Fall Clean-Up Day: It is the practice of the City to provide a "clean-up day" each spring and fall where home owners may dispose of large items and spring clean-up items, not to include tires, paint, refrigerants, or household chemicals. The Contractor will provide 40 yard dumpsters for these events.

4.5 Quantities: Presently the City has approximately 451 residential loose trash pickups and approximately 25 Commercial pickups that range from loose pickup to six (8) yard containers. The City has a four (4) yard dumpster and approximately eight loose pickups for the city properties.

4.6 Bid 1 – Curbside Residential Recycling – Contractor to provide containers for separation of plastic, glass, paper with/without cardboard products to be collected at the curbside (at the street right-of-way in the absence of curbs) or the alley of the customer.

Bid 2 – Central Collection Point Recycling – Contractor to provide containers for separation of plastic, glass, paper, with/without cardboard products to be collected at a Central Collection location, to be determined by the City, and dumped/replaced at least once a week.

4.70 Contract length: The contract shall be for a three (3) year term.

4.71 Beyond these general guidelines, bidders are invited to submit additional information in the narrative section that they may consider important in fully explaining their proposal and the advantages for its selection.

City of Valley Falls
Official Bid Form
Solid Waste Collection Request for Proposal (RFP)

This is to certify that I have read the attached bidding documents completely, and have inspected the site and the work to be furnished, and will meet or exceed the attached specifications.

Company Name:	
Authorized Signature:	
Title:	
Address:	
Email:	
Telephone Number:	
Fax Number:	
Date:	
Bidder shall submit Proof of Insurance and Non-Collusive Form along with this bid.	

NON-COLLUSIVE FORM

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in the bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

Name of Corporation:	
By (Title):	
Partnership:	
Individual:	
Signature:	
Date:	

January 10, 2023

City of Valley Falls
417 Broadway
Valley Falls, KS 66088-1200

Dear Council:

We are pleased to confirm our understanding of the services we are to provide City of Valley Falls for the year ended December 31, 2022.

Audit Scope and Objectives

We will audit the financial statement of the summary statement of receipts, expenditures, and unencumbered cash, including the related notes to the financial statements, which collectively comprise the basic financial statement of City of Valley Falls in accordance with the *Kansas Municipal Audit and Accounting Guide (KMAAG)* and *Generally Accepted Auditing Standards (GAAS)* for the year ended December 31, 2022.

We have also been engaged to report on supplementary information that accompanies City of Valley Falls financial statement. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statement and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statement or to the financial statement itself, and other additional procedures in accordance with KMAAG, and we will provide an opinion on it in relation to the financial statement as a whole in a report combined with our auditor's report on the financial statements:

- 1) Summary Schedule of Expenditures – Actual and Budget
- 2) Schedule of Receipts and Expenditures – Actual and Budget (with a Comparison to Prior Year)

The objectives of our audit are to obtain reasonable assurance as to whether the financial statement as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with KMAAG and report on the fairness of the supplementary information referred to above when considered in relation to the financial statement as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with KMAAG and GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with KMAAG and GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statement, including the disclosures, and determine whether the financial statement represents the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statement is free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with KMAAG and GAAS. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, direct confirmation of cash and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

We have identified the following significant risk(s) of material misstatement as part of our audit planning:

Recording and reporting of receipts and payables

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of City of Valley Falls compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Other Services

We will also assist in preparing the financial statement of City of Valley Falls in conformity with KMAAG based on information provided by you.

We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with KMAAG.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statement of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with KMAAG. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statement with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with KMAAG; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with KMAAG; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

You agree to assume all management responsibilities for the financial statement preparation services and any other non-attest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Agler & Gaeddert, Chartered and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to State of Kansas or its designee. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Agler & Gaeddert, Chartered personnel. Furthermore, upon request, we may provide copies of selected audit documentation to State of Kansas or its designee. The State of Kansas or its designee may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

Harold Mayes is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it. We expect to begin our audit on approximately March 1, 2023 and to issue our reports no later than April 30, 2023.

Our fee for services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee will not exceed \$6,650 plus out of pocket expenses. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 90 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

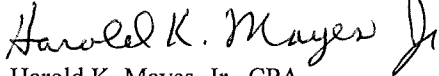
Reporting

We will issue a written report upon completion of our audit of City of Valley Falls financial statement. Our report will be addressed to Council Members of City of Valley Falls . Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from this engagement.

We appreciate the opportunity to be of service to City of Valley Falls and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Very truly yours,

AGLER & GAEDDERT, CHARTERED



Harold K. Mayer, Jr., CPA

RESPONSE:

This letter correctly sets forth the understanding of City of Valley Falls.

By: _____

Title: _____

Date: _____

WORK ORDER NO. 22-02

This Work Order No. 22-02 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 January 3, 2022. Except to the extent 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”):

1. ArcGIS Online Account Setup
 - a. Assist CLIENT with purchasing ArcGIS Online account
 - b. Configure CLIENT’s ArcGIS Online account to allow utilization of the base map, water utility, and sanitary sewer utility layers outlined in this section. ArcGIS Online allows data to be accessed by named users anywhere, anytime, on any device, and is required for utilization of web and field apps including Survey123, Field Maps and Dashboards for ArcGIS Apps.
2. ArcGIS Base Map
 - a. Configure ArcGIS Online base map from readily available GIS data to include: NG911 Aerial Imagery (if aerial imagery is not available from Jefferson County), property lines, city limits, street names, and floodplains.
3. Sanitary Sewer Utility
 - a. Create sanitary sewer utility layers with standard attribute fields to include surveyed data as available for system manholes. CLIENT will have capability to edit data or populate missing data.
 - i. Minimum Manhole Data – rim and invert elevations and material type
 - ii. Minimum Sewer Line Data – diameter and line material
4. Water Utility
 - a. Create water utility layers with standard attribute fields to include data provided from the CLIENT, collected by the Kansas Rural Water Association (KRWA). CLIENT will have capability to edit data or populate missing data.
 - i. Minimum Water Utility Data – waterline size and material, fire hydrant location, water valve location, and water meter location.
5. Training
 - a. PEC will provide training for basic use of ArcGIS web applications outlined in these services (4 hours total).

EXHIBIT A



A.2 In conjunction with the performance of the Services as described above, PEC shall provide the following submittals, documents or other deliverables to City:

1. ArcGIS Online Account
2. Base Map
3. Utility Map
4. Sewer Utility Layers
5. Water Utility Layers

A.3 Exclusions:

1. Cost of ArcGIS Licensing.
2. Cost of associated hardware or hardware service, such as tablets or GPS equipment.
3. Responsibility for ANY changes to ArcGIS software made by ESRI or CLIENT's ArcGIS Online Administrator including but not limited to price, licensing structure, and updates that could affect workflows.
4. Responsibility for Downtime to ArcGIS Online.
5. Responsibility of Loss of Data.
6. Responsibility for Backing Up Data.
7. Responsibility for Accuracy of Data not Produced by PEC.
8. Printing Costs.
9. Outside Consultants.

SECTION B – SCHEDULE

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

1. PEC will submit deliverables outlined in A.2 within 45 days of the executed work order.

SECTION C – COMPENSATION

In return for the proper performance by Professional Engineering Consultants, P.A. of its Services, Client shall pay to PEC a lump sum amount of Six Thousand Nine Hundred and Fifty Dollars (\$6,950).

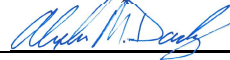
SECTION E – OTHER PROVISIONS

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: ALEX M. DARBY, P.E.
 Title: Principal
 Date: December 27, 2022



GIS / Asset Management Software and Services

Proposal for:

City of Valley Falls (KS)

Expires March 31, 2023

Statement of Qualifications

iamGIS is an extremely user-friendly, cloud-based GIS software solution used across the country. iamGIS was *designed specifically* for small to mid-sized municipalities who wish to track a variety of assets above and underground.

iamGIS offers all the following on one platform:

1. Unlimited data & digital media storage and back-up
2. Unlimited concurrent users, layers and maps
3. Integrated Google Street View
4. Built-in **Work Orders** for maintenance tracking and task management
5. **Email and text notifications** for work orders & preventative (future) maintenance
6. Integrated GPS tracking and compatibility with Bluetooth GPS receivers
7. **Facility management** via floorplans and integrated 3D models
8. World-class customer support [in-house, in US] email and phone
9. Unlimited access to [Help Center](#) and tutorial videos
10. Import/Export Geodatabases, shapefiles, and CSV files
11. Fully compatible with Esri ArcGIS (while operating fully independently of Esri)
12. Zero IT infrastructure or oversight needed by the customer
13. Usable on ANY connected device [Android, iOS/Apple or Windows]
14. Includes all future enhancements and updates

With iamGIS, users can quickly and easily; view, add new or update existing information. Adding new information and/or updating existing information is so simple it can be done in a few seconds...and everything is done in real-time. Furthermore, users can accomplish this with zero software experience or computer background.

Please see our website [iamGIS.net] for customer testimonial quotes, demo videos and customer testimonial videos.

iamGIS users have the best of both worlds: powerful GIS/asset management software that is unsurpassed in its ease of use and a customer support team that is one click or phone call away.

Network and Security

iamGIS is a web-based solution that operates completely independent of any IT infrastructure, thus, requires absolutely no connection to a customer's network.

All data and digital media added to features in iamGIS is stored and backed-up on multiple cloud servers using cross-region replication and geo-redundancy. Customers have immediate access to their maps, data and digital media via any connected device. All customers can access and export their data 24/7/365 via their secured login and password.

iamGIS encrypts all data using advanced methods and employs a set of highly sophisticated security techniques to guard against any level of data breach.

3D Laser Scanning for Facility Management (optional)

Via the use of state-of-the-art cameras with 134 megapixels and full 4k capture plus a nearly 100% accurate laser that scans at extremely high speeds; iamGIS can create a full 3D model of any facility within hours. This 3D model seamlessly connects with iamGIS software so the user can create/improve their standard operating procedures, dramatically improve their compliance with state and federal guidelines, provide instantaneous training to new or unseasoned employees and allow for vendors/contractors to see the facility without having to come on-site. If interested, inquire about pricing. Click the following link for a brief demo video: [iamGIS Facility Management](#)

Deliverables

GIS / Asset Management Software

Unlimited concurrent software licenses

- Including all items listed on page one
- Ability to track and manage ANY asset or feature, above or underground.

Set-up and Services

- Import any existing GPS data or GIS shapefiles
- Digitize existing utility assets into iamGIS
- Creation of customized attribute fields for each asset layer
- Customization of feature symbology and settings

Training and Customer Support

- In-house [US-based] – all GIS technicians
- Less than 15-minute (average) response time to support questions
- Video/web (re)training for existing or new employees

Pricing

Software

- Up to 2 user licenses for a **one (1) year agreement**
- Unlimited data/digital media storage and back-up
- Unlimited maps and layers
- Unlimited customer support & future retraining
- Built-in work orders for maintenance tracking & task management
- Built-in text and email notifications
- Built-in facility management
- All future enhancements/updates on existing functionality: \$ 4,000.00
DISCOUNT – IF SIGNED BY EXPIRATION DATE **(\$ 2,000.00)**

Implementation

- Import any desired GIS layers (SHP or CSV files)
- Customization of maps, layers, feature settings and attribute fields
- Dedicated Customer Success Manager
- Free refresher trainings
- Assistance for compliance with EPA lead and copper inventory rule to go into effect October 16, 2024
- Video/web training: \$ 8,000.00
DISCOUNT – IF SIGNED BY EXPIRATION DATE **(\$ 3,000.00)**

Total Up-front:	\$ 7,000.00
------------------------	--------------------

Annual recurring expenses

- 5% increase on annual cost – all above “Software” category

Company:
iamGIS Group, LLC

Client:
City of Valley Falls (KS)

Signature: _____

Signature: _____

Name: Chris Palmisano

Name: _____

Title: President/CEO

Title: _____

Date: _____

Date: _____



Investment Summary: City of Valley Falls KS - Maps and Operations Hub

City of Valley Falls KS
417 Broadway
Valley Falls, KS 66088

Audree Aguilera
City Administrator
cityadmin@valleyfalls.org
785-945-6612, Ext 2

Reference: 20230109-125405385
Quote created: January 9, 2023
Quote expires: February 8, 2023
Quote created by: Julia Hale
julia@gworks.com
+1 (402) 620-6214

Products & Services

Item & Description	SKU	Quantity	Unit Price	Total
SimpleCity PAM - Established Implementation SimpleCity Physical Asset Management - Established Implementation		1	\$13,200.00	\$13,200.00
gWorks Cloud Migration - Operations Hub Migration to gWorks Cloud for existing Managed Assets	CM - OH	1	\$0.00	\$0.00
gWorks Cloud Migration - Maps Hub Migration to gWorks Cloud for existing Data Layers	CM - MH	1	\$0.00	\$0.00
Operations Hub Including 1750 of Managed Assets	gWC - OH	1	\$3,300.00 / year	\$3,300.00 / year for 1 year
Maps Hub Including 15 data layers	gWC - MH	1	\$1,800.00 / year	\$1,800.00 / year for 1 year

Subtotals

Annual subtotal \$5,100.00

One-time subtotal \$13,200.00

Total \$18,300.00

Questions? Contact me



Julia Hale

julia@gworks.com

+1 (402) 620-6214

gWorks

3905 S 148th St, Ste 200

Omaha, NE 68144

USA



City of
VALLEY FALLS

Incorporated May 17, 1869

COUNCIL MEETING DATE: January 18, 2023

INVOICES IN THE TOTAL AMOUNT OF: \$16,653.20

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, 2023

City Clerk

ACCOUNTS PAYABLE REPORT

VENDOR NAME DEPARTMENT	LINE	INVOICE NUMBER	REFERENCE	PAYMENT AMOUNT
DAVIS PUBLICATION ADMINISTRATION	CONTRACTUAL	12/29/2022	Ads, Shipping Containers	284.00
***** VENDOR TOTAL *****				284.00
HAWKINS WATER	COMMODITIES	6331114	Chemicals for Water Plant	1,523.03
***** VENDOR TOTAL *****				1,523.03
HOPPER HAIR COMPANY ADMINISTRATION	GRANTS & DONATIONS	01052023	New Business Incentive	330.00
WATER	GRANTS & DONATIONS	01052023	New Business Incentive	335.00
SEWER	GRANTS & DONATIONS	01052023	New Business Incentive	335.00
***** VENDOR TOTAL *****				1,000.00
KACM ADMINISTRATION	DUES/MEMBERSHIPS	666	KACM Annual Membership	100.00
***** VENDOR TOTAL *****				100.00
KAPIO ADMINISTRATION	DUES/MEMBERSHIPS	632	KAPIO Annual Membership	50.00
***** VENDOR TOTAL *****				50.00
KDOR MISC TAX SECTION WATER	CONTRACTUAL	2152023	Clean Drining Water Fee	381.49
***** VENDOR TOTAL *****				381.49
KHP POLICE	CONTRACTUAL	142023	Vin Inspections	14.00
***** VENDOR TOTAL *****				14.00
KMU WATER	DUES/MEMBERSHIPS	17593	KMU Annual Membership	372.50
SEWER	DUES/MEMBERSHIPS	17593	KMU Annual Membership	372.50
***** VENDOR TOTAL *****				745.00
MARK'S SONS LLC STREET	VEHICLE MAINTENANCE/FUEL	01022023	Repairs to Dodge	275.03
WATER	VEHICLE MAINTENANCE/FUEL	01022023	Repairs to Dodge	275.03
SEWER	VEHICLE MAINTENANCE/FUEL	01022023	Repairs to Dodge	275.05
***** VENDOR TOTAL *****				825.11
VF RECREATION COMMISSION ADMINISTRATION	BENEFITS	2023	Fitness Center Memberships	60.00
POLICE	BENEFITS	2023	Fitness Center Memberships	30.00
STREET	BENEFITS	2023	Fitness Center Memberships	10.00

ACCOUNTS PAYABLE REPORT

VENDOR NAME DEPARTMENT	LINE	INVOICE NUMBER	REFERENCE	PAYMENT AMOUNT
VF RECREATION COMMISSION				
WATER	BENEFITS	2023	Fitness Center Memberships	10.00
SEWER	BENEFITS	2023	Fitness Center Memberships	10.00
***** VENDOR TOTAL *****				----- 120.00
WASTE MANAGEMENT				
SOLID WASTE	CONTRACTUAL	012023	Trash Service	11,560.37
***** VENDOR TOTAL *****				----- 11,560.37
WESTERN HARDWARE & AUTO				
WATER	COMMODITIES	01092023	wood chisel, air filter	50.20
***** VENDOR TOTAL *****				----- 50.20
***** REPORT TOTAL *****				=====
				16,653.20

DEPARTMENT	INV	PAYMENTS
-----	-----	-----
ADMINISTRATION	5	824.00
POLICE	2	44.00
STREET	2	285.03
WATER	7	2,947.25
SEWER	4	992.55
SOLID WASTE	1	11,560.37
-----	-----	-----
DEPARTMENT TOTALS	21	16,653.20



City of
VALLEY FALLS

Incorporated May 17, 1854

**City Administrator Report
City Council January 18, 2023**

Daily Operations

1. Year End W2s and 1099s have been sent out. The year end procedures are complete.
2. Barnes Addition Plot PEC has completed the draft. Presented at Planning Commission on January 12th. Working with PEC to finalize and record the new plot.
3. Pool Survey Kramer LLC is currently working on the survey for the pool. Found some issues with the boundaries. They are researching with Jeff Co Deeds.
4. Snow Route A total of 54 signs to be installed. Working on installation of signs. Signs are partially up on all routes.
5. Economic Development Board - Will contact all members.
6. Planning Commission - K-State will help create the comprehensive plan in Spring 2024. This would be at no cost to the city. We meet January 12th to approve a variance request at 512 Walnut and approve the Barnes Plot. Group is working on the Shipping Container Regulations. Next meeting will be February 9th.
7. Wichita State University I meet with Director of Hugo Wall School, Melissa Walker on January 12th. Melissa pointed me to some resources for infrastructure grants and programs soon to be available for cities. These programs could be used on the Water Master Plan and Water Source Projects. In addition, Melissa would like to continue a working relationship to connect the students and the profession.
8. Teen Court Working on a diversion program and youth court program for teen offenders.
9. Water Source Project Talked with PEC about the project of looking into potential sources of water for the city. PEC is going to do some checking on water rights. Being that the old pool and tucking lot are so close to the river, PEC said those would be good locations for test wells. PEC also gave a rough estimate of \$10 million or more to connect the 8-inch line 11 miles away into Atchison RWD #5.
10. Water Master Plan This project will be budgeted for the 2024 FY. This project will update the Water Master Plan to include increasing pressure and strategically replacing waterlines in town. In addition, the update would format the plan to be used for CDBG, USDA, and KDHE funding. PEC advised it would be best to hold off on installing isolation valves.
11. Utility Mapping Found out that KRWA did GIS mapping of Water and Sewer in 2007. Working on updating the maps and getting them in use.
12. 204 Walnut St Condemnation Next update March 15th.
13. 207 Sycamore St Condemnation No progress. Next update January 18th.
14. 419 Broadway St Condemnation Next progress update February 15th.

Grants & Projects

1. CDBG Sewer Project Phase 1- KDHE to approve designs by Jan 17th. Bid published on Jan 19th. Bid opening on Feb 21st. Must have contract awarded by 3/14/2023.
2. CDBG Sewer Project Phase 2 - Project postponed until 2024.
3. CDBG Community Facilities - PER submitted. Sent project priority map to PEC. Applications due May 1st.
4. KDHE Waste Tire Grant - Submitted. Awards announcements anticipated in April.
5. USDOT Safety Action Plan Grant -Application submitted. Anticipated award announcements in January.
6. Entry/ Welcome Signs - Spoke with KDOT on 12/15/2022. Cannot place anything other than wayfinding/ directional signs in KDOT ROW within City Limits. I have let the VFCF know so they can look for a location on private land.
7. Pool Drive Way - Butch will complete the concrete on pool drive way in the spring before the pool season starts.
8. Fire Hydrant Testing - Reached out to KRWA to start the project. They have added us to the schedule to start the flow testing. This will be done over several days when the weather is above freezing. This service is free.
9. American Rescue Plan Act (ARPA) - Projects completed to date include: gWorks Software, RV Park Electrical Upgrade. Funds used to date: \$23,851.40. Projects pending to date include: K-16 Entry Signs. Funds planned for projects: \$7,000. Remaining Funds: \$145,106.96.
10. Opioid Settlement -Total received to date is \$2,952.96. \$0.00 expended.

CITY OFFICE

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

11. **K-4 / K-16 Street Lights** - Estimate received from PEC. Around \$30,000 to add lighting. KDOT is going to perform a safety study. If warranted by KDOT, the light cost will be covered by KDOT. Safety study is anticipated to be completed in Spring 2023.
12. **KDHE Lead & Copper Lead & Copper Inventory** due to KDHE by October 16, 2024.
13. **Automatic Water Meters** - 282 meters installed to date. Total of 493 water meters.

Financials

Fund Balances

Fund #	Fund Name	Previous Balance	Current Balance
100	General Fund	\$85,363.49	\$91,672.68
160	Pool Reserve	\$4,034.19	\$4,034.19
200	Capital Improvement Fund	\$145,224.52	\$145,224.52
300	Special Hwy & Streets	\$77,879.34	\$77,879.34
400	Equipment Reserve	\$3,781.71	\$3,781.71
500	Bond & Interest	\$141,811.09	\$141,811.09
600	RHID	\$31,611.78	\$31,611.78
720	Water	\$93,796.40	\$95,616.65
721	Water Reserve	\$0.00	\$0.00
730	Sewer	\$216,815.98	\$235,719.61
731	Sewer Reserve	\$0.00	\$0.00
740	Solid Waste	\$59,882.86	\$51,427.53
790	Insurance Reserve	\$748.00	\$748.00
Total		\$860,949.36	\$879,527.10
CD #	Fund/ Fund Name	Previous Balance	Current Balance
Bank 500	Money Market (PBC)	\$10,606.93	\$10,606.93
X0971	Bond & Interest Fund (500)	\$153,500.00	\$153,500.00
X2279	Sewer Fund (730)	\$91,083.20	\$91,083.20
Total		\$255,190.13	\$255,190.13
Total In Bank		\$1,075,405.78	\$1,134,717.23

Budget

Fund #	Fund Name	Budget	YTD Expended	Difference
100	General Fund	\$729,701	\$21,385.14	\$708,315.86
160	Pool Reserve	\$6,500	\$0.00	6,500.00
200	Capital Improvement Fund	\$50,000	\$0.00	\$50,000.00
300	Special Hwy & Streets	\$172,841	\$0.00	\$172,841.00
400	Equipment Reserve	\$63,000	\$0.00	\$63,000.00
500	Bond & Interest	\$182,393	\$0.00	\$182,393.00
600	RHID	\$60,000	\$0.00	\$60,000.00
720	Water	\$543,500	\$11,655.97	\$531,844.03
721	Water Reserve	\$50,000	\$0.00	\$50,000.00
730	Sewer	\$3,821,000	\$23,167.42	\$3,797,832.58
731	Sewer Reserve	\$50,000	\$0.00	\$50,000.00
740	Solid Waste	\$258,000	\$0.00	\$246,439.63
790	Insurance Reserve	\$0	\$0.00	\$0.00
Total		\$5,986,935.00	\$56,208.53	\$5,919,166.10



City of
VALLEY FALLS

Incorporated May 17, 1869

Public Works Report
January 18, 2022

Water:

Installed 27 new water meters will be installing more as weather permits
Sent in the application for Kenneth to take his water test on the 2nd of Feb
Working on the end of the year water loss report

Sewer:

Pulled lift station pump and took it in for repairs due to faulty seal causing it to leak
Currently discharging from the lagoon. The work that we did and had done has improved our ability to discharge at a decent rate

Pool:

The company has started the process of prepping the pool for paint

General:

We will be burning the brush pile at the city brush dump starting Thursday providing fire marshal approval the brush dump will be closed until the fire has burned down to where it is not a risk to the public
Note to anyone dumping leaves at the brush dump site please dump leaves and/or grass clippings on the east side of the brush dump site near the power line tower

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;