



# City of VALLEY FALLS

Incorporated May 17, 1869

◇ Attachment

## City Council Agenda

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

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

January 19, 2022 6:30 PM  
Regular Meeting

CALL TO ORDER  
PLEDGE OF ALLEGIANCE

OATH OF OFFICE - Mayor Jeanette Shipley  
MESSAGE FROM THE MAYOR

ROLL CALL - City Council and Staff  
MINUTES - Regular Meeting of January 5, 2022 ◇  
INVOICES - \$249,041.12 ◇

PUBLIC COMMENTS & GUESTS:  
*Public Comment Policy* ◇

ORDINANCES, RESOLUTIONS, & PROCLAMATIONS:  
Opioid Settlement Resolution 2022-01 ◇

### BUSINESS ITEMS:

- A. Council President Appointment
- B. Council Treasurer Appointment
- C. Fire Board Appointment
- D. Signature Cards - Jeanette
- E. City Town Hall Meeting
- F. Decals on Police Vehicles
- G. Opioid Settlement
  - a. Memorandum of Understanding ◇
  - b. Information Sheet ◇
  - c. Resolution 2022-01 ◇
  - d. Participation Form - Jansen ◇
  - e. Participation Form - Distributor ◇
  - f. Exhibit A ◇
- H. CDBG Drawdown 1 ◇
  - a. Bettis Pay Invoice - \$191,561.21
  - b. Western Consultants Invoice - \$4,988.00
  - c. CDBG Reimbursement - \$106,750.00
- I. City Hall Temporary Closure

### TABLED ITEMS:

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

REPORTS:

CITY ADMINISTRATOR: Audree Aguilera ◇

PUBLIC WORKS: Bill McCoy ◇

POLICE: Brandon Bines ◇

MAYOR: Jeanette Shipley

CITY COUNCIL COMMENTS/ FEEDBACK/ IDEAS

ANNOUNCEMENTS/ COMMUNICATIONS:

EXECUTIVE SESSION ◇

ADJOURNMENT

## **CITY OF VALLEY FALLS**

January 5, 2022

### **Open Meeting**

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

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

Others present were Jeanette Shipley.

The minutes from the December 21, 2021, meeting was presented.

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

#### **Vouchers:**

The January 5, 2022, Vouchers were presented. Gary moved to approve vouchers totaling \$10,476.13. Mike seconded the motion. Motion carried 5-0.

#### **Public Comments & Guests:**

No Comments.

#### **Business Items:**

City Engineer Contract with Professional Engineering Consultants (PEC) was presented, Leonard pointed out some changes he had them make to the contract.

Gary moved to approve the contract with corrections. Salih seconded the motion. Motion carried 5-0.

Chlorine Sensor at the water plant were discussed. Bill advised of the age and condition of the four sensors at the water plant and the need for a new sensor, which would cost \$6,245.00.

Gary moved to approve the purchase of the sensor. Jennifer seconded the motion. Motion carried 5-0.

City Hall public access was discussed do to the rising Covid-19 cases and positive case at City Hall. Discussion was to close City Hall to the public but remain open for phone calls until January 19, 2022. Gary made a motion to close City Hall. Jennifer seconded the motion. Motion carried 5-0.

**Tabled Items:**

The access road between Willow and Fisher is still being researched. No action taken.  
Building for Police Department. No action taken.  
Taser's for Police Department. No action taken.

**Reports:**

**Administrator Report:**

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

**Pending Projects**

CDBG Street Project – Project Complete. Financial Closeout Pending.

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

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

Installation of Automatic Water Meters: 175 installed to date.

Fund Balances were given.

**Mayor:** Lucy advised she had received complaints and comments about dogs running at large and biting/biting at people. Lucy reminded everyone of the City Ordinance pertaining to dogs being on a leash at all times even if they are in your own unfenced yard. Lucy also thanked everyone for their support while on the council and as mayor.

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

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

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

**Parks:** Nothing to report

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

**Police:** • Officer Davidson is now at the academy and will be gone for the next 4 months.

- New Patrol vehicle has arrived and been equipped with radio and other proper equipment – received about \$1500 worth of free equipment from the Sheriff of Ford County.
- I have been trying to get a laptop stand donated to us because the stand in the other vehicles will not work in any other vehicle. Working on getting one donated, if not one will need to purchased.
- Charger will be fully marked with lightbar new graphics which will be used by Ofc. Davidson when he returns.
- The new Chief’s vehicle will be unmarked like the charger was for traffic enforcement and other related matters.
- Animal Control Charger has been listed on Purple Wave and will be available for the end of January’s bid.
- Backgrounds on applicants have been ongoing and hope to hire the FT replacement and 1 PT Officer by the following week.
- Backgrounds for additional PT Officer applicants will begin after some training with new FT Ofc.
- Brandon is notary and can assist as needed.

**ADJOURNMENT**

Gary made a motion to adjourn the meeting. Judy seconded the motion. Motion carried 5-0.

APPROVED: \_\_\_\_\_  
JEANETTE SHIPLEY, MAYOR

ATTEST: \_\_\_\_\_  
CHRISTINE WEISHAAR, CITY CLERK



*City of*  
**VALLEY FALLS**

*Incorporated May 17, 1869*

COUNCIL MEETING DATE: January 19, 2022

INVOICES IN THE TOTAL AMOUNT OF: \$249,041.12

APPROVED:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF KANSAS

COUNTY OF JEFFERSON

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

Approved by:

\_\_\_\_\_  
City Administrator

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

\_\_\_\_\_  
City Clerk

# AP Enter Bills Edit Report

City of Valley Falls (VFCITY)

Batch: AAABHQ

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

1	MARC / Mid-American Research Chemical									0751442-IN
ENERGIZER CHEMICAL	1/19/2022	N	Y	Not Yet Assigned	1/19/2022	1/19/2022	1/19/2022	KSB		\$0.00
1/19/2022				N						\$506.32

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

1	Direct Expense	Energizier Plus 1G	1.0000	\$506.3200	\$506.3200
				Y	\$0.00

04-000-5620

2	WILSON / Wilson Tire, LLC									18293
TRACTOR TIRES	1/16/2022	N	Y	Not Yet Assigned	1/16/2022	1/16/2022	1/16/2022	KSB		\$0.00
1/16/2022				N						\$1,684.50

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

1	Direct Expense	Tractor Tires (Rear)	1.0000	\$1,684.5000	\$1,684.5000
				Y	\$0.00

04-000-5240

3	C&B / C&B Equipment Midwest-KC									12887-00
OPEN GATE	1/16/2022	N	Y	Not Yet Assigned	1/16/2022	1/16/2022	1/16/2022	KSB		\$0.00
1/16/2022				N						\$1,035.00

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

1	Direct Expense	Open Gate at Sewer	1.0000	\$1,035.0000	\$1,035.0000
				Y	\$0.00

04-000-5290

4	CENTSALT / Central Salt, LLC									PSI19-46034
DEICING SALT	1/16/2022	N	Y	Not Yet Assigned	1/16/2022	1/16/2022	1/16/2022	KSB		\$0.00
1/16/2022				N						\$1,669.77

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

1	Direct Expense	Deicing Salt	25.9000	\$64.4700	\$1,669.7700
				Y	\$0.00

01-300-5130

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

5	GWORKS / GWorks										16144
PURCHASE/INSTALL		1/16/2022	N	Y	Not Yet Assigned	1/16/2022	1/16/2022	1/16/2022		KSB	\$0.00
1/16/2022					N						\$34,019.00

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

1	Direct Expense	Purchase	1.0000	\$20,411.4000	\$20,411.4000
				Y	\$0.00

01-100-5040

2	Direct Expense	Install	1.0000	\$6,803.8000	\$6,803.8000
				Y	\$0.00

03-000-5040

3	Direct Expense	Contract	1.0000	\$6,803.8000	\$6,803.8000
				Y	\$0.00

04-000-5040

6	BETTIS / Bettis Asphalt & Construction										2112-041
MULBERRY ST		1/16/2022	N	Y	Not Yet Assigned	1/16/2022	1/16/2022	1/16/2022		KSB	\$0.00
1/16/2022					N						\$191,561.21

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

1	Direct Expense	Mulberry Street	1.0000	\$191,561.2100	\$191,561.2100
				Y	\$0.00

06-000-5950

7	KAPIO / Kansas Association Of Public Information Officer										386
2022 KAPIO DUES		1/16/2022	N	Y	Not Yet Assigned	1/16/2022	1/16/2022	1/16/2022		KSB	\$0.00
1/16/2022					N						\$50.00

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

1	Direct Expense	KAPIO Dues 2022	1.0000	\$50.0000	\$50.0000
				Y	\$0.00

01-100-5290

8	SCOTTS / Scott's Auto Maint & Services										010322 DODGE
WATERPUMPDODGE		1/19/2022	N	Y	Not Yet Assigned	1/19/2022	1/19/2022	1/19/2022		KSB	\$0.00
1/19/2022					N						\$190.00



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		Due Date	Discount Date
		Bank Code	Payment Date
		Credit Card	CC Reference #
			Discount
			Total Invoice

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

1	Direct Expense	Water Pump Dodge	1.0000	\$190.0000 Y	\$190.0000 \$0.00
04-000-5240					

9	FRONTIERJ / Frontier Justice Legends, LLC				251324/3
AMMO	1/14/2022	N	Y	Not Yet Assigned	1/14/2022
1/14/2022				N	\$0.00
					\$1,214.69

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

1	Direct Expense	Ammo	1.0000	\$1,214.6900 Y	\$1,214.6900 \$0.00
01-200-5320					

10	HAWKINS / Hawkins, Inc.				6102463
CHEMICAL	1/19/2022	N	Y	Not Yet Assigned	1/19/2022
1/19/2022				N	\$0.00
					\$6,388.71

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

1	Direct Expense	Water Chemicals	1.0000	\$6,388.7100 Y	\$6,388.7100 \$0.00
03-000-5600					

11	WESTERNHARD / Western Hardware And Auto				SUPPLIES
HARDWARE SUPPLIES	1/19/2022	N	Y	Not Yet Assigned	1/19/2022
1/19/2022				N	\$0.00
					\$207.23

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

1	Direct Expense	Sewer	1.0000	\$2.4900 Y	\$2.4900 \$0.00
04-000-5260					

2	Direct Expense	Water	1.0000	\$56.0700 Y	\$56.0700 \$0.00
03-000-5260					

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PO Number		Immediate GL Account			Check #	Check Date	Due Date	Discount Date	Bank Code		Discount
GL Date					Credit Card	CC Reference #		Payment Date			Total Invoice
3	Direct Expense	Water					1.0000		\$13.3800		\$13.3800
								Y			\$0.00
03-000-5270											
4	Direct Expense	Admin					1.0000		\$3.7900		\$3.7900
								Y			\$0.00
01-100-5130											
5	Direct Expense	PW					1.0000		\$69.4500		\$69.4500
								Y			\$0.00
01-300-5260											
6	Direct Expense	Police					1.0000		\$32.4000		\$32.4000
								Y			\$0.00
01-200-5260											
7	Direct Expense	Parks					1.0000		\$18.6700		\$18.6700
								Y			\$0.00
01-400-5260											
8	Direct Expense	PW					1.0000		\$10.9800		\$10.9800
								Y			\$0.00
01-300-5320											
<hr/>											
12	PETRO / Petro Valley Falls										01032022
FUEL		1/19/2022	N	Y	Not Yet Assigned	1/19/2022	1/19/2022	1/19/2022		KSB	\$0.00
1/19/2022					N						\$517.17
<b>Line</b>	<b>Type</b>	<b>Desc/Inv Stock/Alloc</b>				<b>Quantity Bought</b>			<b>Cost Per Unit</b>		<b>Line Extension</b>
	<b>Inv/Alloc Desc</b>				<b>Serial Number</b>			<b>Discount</b>			<b>Discount Amt</b>
<b>GL Expense Account</b>					<b>GL Prepaid Account</b>						<b>Exp Date</b>
<hr/>											
1	Direct Expense	Police					1.0000		\$256.5600		\$256.5600
								Y			\$0.00
01-200-5160											
2	Direct Expense	Parks					1.0000		\$187.6100		\$187.6100
								Y			\$0.00
01-300-5160											
3	Direct Expense	Sewer					1.0000		\$73.0000		\$73.0000
								Y			\$0.00
04-000-5160											
<hr/>											
13	WESTCONSULT / Western Consultants										111021010122
CONSULT FEES		1/19/2022	N	Y	Not Yet Assigned	1/19/2022	1/19/2022	1/19/2022		KSB	\$0.00
1/19/2022					N						\$4,988.00

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

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

1	Direct Expense	Consult fees			1.0000			\$4,988.0000	\$4,988.0000
							Y		\$0.00
01-100-5290									

14	KADORWPF / Kansas Department Of Revenue-Water Prof									100121123121
	4TH QTR WPF	1/19/2022	N	Y	Not Yet Assigned	1/19/2022	1/19/2022	1/19/2022	KSB	\$0.00
	1/19/2022				N					\$315.15

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

1	Direct Expense	4th Qtr			1.0000			\$315.1500	\$315.1500
							Y		\$0.00
03-000-5630									

15	GIANT / Giant Communications									01012022
	01012022PHONE	1/19/2022	N	Y	Not Yet Assigned	1/19/2022	1/19/2022	1/19/2022	KSB	\$0.00
	1/19/2022				N					\$395.77

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

1	Direct Expense	police			1.0000			\$53.8000	\$53.8000
							Y		\$0.00
01-200-5050									

2	Direct Expense	Pool			1.0000			\$120.6800	\$120.6800
							Y		\$0.00
01-500-5050									

3	Direct Expense	Water			1.0000			\$50.7300	\$50.7300
							Y		\$0.00
03-000-5050									

4	Direct Expense	Admin			1.0000			\$170.5600	\$170.5600
							Y		\$0.00
01-100-5050									

16	SCHE / Schendel Pest Control									30363766
	BUGSPRAY	1/19/2022	N	Y	Not Yet Assigned	1/19/2022	1/19/2022	1/19/2022	KSB	\$0.00
	1/19/2022				N					\$76.03

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

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

1	Direct Expense	SPraying				1.0000	\$76.0300	Y	\$76.0300
01-100-5290									

		17 DAVIS PUB / Davis Publication								HOLIDAY ADS
HOLIDAY ADS 2021	1/19/2022	N	Y	Not Yet Assigned	1/19/2022	1/19/2022	1/19/2022	KSB	\$0.00	
		1/19/2022								\$138.00

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

1	Direct Expense	Holiday Ads				1.0000	\$138.0000	Y	\$138.0000
01-100-5140									

		18 COUNTRY / Country Harvest								01152022
SUPPLIES	1/19/2022	N	Y	Not Yet Assigned	1/19/2022	1/19/2022	1/19/2022	KSB	\$0.00	
		1/19/2022								\$13.68

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

1	Direct Expense	Supplies				1.0000	\$13.6800	Y	\$13.6800
01-300-5320									

		19 KEDA / Kansas Economic Development Alliance								2022 MEMBERSHIP
2022MEMBERDUES	1/19/2022	N	Y	Not Yet Assigned	1/19/2022	1/19/2022	1/19/2022	KSB	\$0.00	
		1/19/2022								\$300.00

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

1	Direct Expense	2022 Member Dues				1.0000	\$300.0000	Y	\$300.0000
01-100-5110									

		20 VISA / Visa								DEC2021
DEC2021 ACH	1/20/2022	N	Y	ACHDEC2021	1/20/2022	1/20/2022	1/20/2022	KSB	\$0.00	
		1/20/2022								\$2,800.89

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		Bank Code	Payment Date
		Total Invoice	

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

1	Direct Expense	Police	1.0000	\$609.7500 Y	\$609.7500 \$0.00
01-200-5320					

2	Direct Expense	Admin Audree	1.0000	\$905.2400 Y	\$905.2400 \$0.00
01-200-5320					

3	Direct Expense	Admin Chris	1.0000	\$274.4200 Y	\$274.4200 \$0.00
01-200-5320					

4	Direct Expense	PW Bill	1.0000	\$1,011.4800 Y	\$1,011.4800 \$0.00
01-300-5320					

21	JEPSON INS / Jepson And Associates	EXPEDITION	1/19/2022	N	Y
EXPEDITION					
1/19/2022					
Not Yet Assigned					
1/19/2022					
1/19/2022					
1/19/2022					
KSB					
EXPEDITION					
\$0.00					
\$290.00					

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

1	Direct Expense	Expedition Premium	1.0000	\$290.0000 Y	\$290.0000 \$0.00
01-200-5170					

22	WATCHG / Watch Guard	CAMERA STUFF	1/19/2022	N	Y
CAMERA STUFF					
1/19/2022					
Not Yet Assigned					
1/19/2022					
1/19/2022					
1/19/2022					
KSB					
ACCINV0030304 2ND					
\$0.00					
\$50.00					

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

1	Direct Expense	ACCINV0030304	1.0000	\$50.0000 Y	\$50.0000 \$0.00
01-200-5320					

23	TRISTN / Tristn Jevon Center For Recovery	BRANDON/EDWARD	1/19/2022	N	Y
BRANDON/EDWARD					
1/19/2022					
Not Yet Assigned					
1/19/2022					
1/19/2022					
1/19/2022					
KSB					
1003					
\$0.00					
\$500.00					

# AP Enter Bills Edit Report

City of Valley Falls (VFCITY)

Batch: AAABHQ

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

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

1	Direct Expense	Psych. Evals				1.0000		\$500.0000	\$500.0000
								Y	\$0.00
01-200-5290									

24	CSPENCER / Chad Spencer								JAN2022
	JAN2022CELL	1/19/2022	N	Y	Not Yet Assigned	1/19/2022	1/19/2022	1/19/2022	KSB
									\$0.00
	1/19/2022				N				\$20.00

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

1	Direct Expense	Cellphone				1.0000		\$20.0000	\$20.0000
								Y	\$0.00
01-100-5050									

25	BMCCOY / Bill McCoy								JAN22 CELL
	CELL 2022	1/19/2022	N	Y	Not Yet Assigned	1/19/2022	1/19/2022	1/19/2022	KSB
									\$0.00
	1/19/2022				N				\$30.00

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

1	Direct Expense	Cellphone 2022 Jan				1.0000		\$30.0000	\$30.0000
								Y	\$0.00
01-100-5050									

26	MAXWELLK / Kenneth Maxwell								2022JAN CELL
	CELL JAN 2022	1/19/2022	N	Y	Not Yet Assigned	1/19/2022	1/19/2022	1/19/2022	KSB
									\$0.00
	1/19/2022				N				\$20.00

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

1	Direct Expense	Jan Cellphone				1.0000		\$20.0000	\$20.0000
								Y	\$0.00
01-100-5050									

27	AGUILERA / Audree Aguilera								JAN 2022 REIMB
	JAN2022 REIMBURSE	1/19/2022	N	Y	Not Yet Assigned	1/19/2022	1/19/2022	1/19/2022	KSB
									\$0.00
	1/19/2022				N				\$30.00

# AP Enter Bills Edit Report

City of Valley Falls (VFCITY)

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

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

1	Direct Expense	Reimburse Cell Jan			1.0000			\$30.0000	Y	\$30.0000
01-100-5260										

28 WEISHAARC / Chris Weishaar										2022 JANCELLPHONE
2022 JAN CELL	1/19/2022	N	Y	Not Yet Assigned	1/19/2022	1/19/2022	1/19/2022	KSB		\$0.00
1/19/2022				N						\$30.00

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

1	Direct Expense	Jan Cellphone			1.0000			\$30.0000	Y	\$30.0000
01-100-5300										

**Grand Totals**

<b>Total Direct Expense:</b>	\$249,041.12
<b>Total Non-Electronic Transactions:</b>	\$249,041.12
<b>Total Immediate Payments:</b>	\$249,041.12

**Report Summary**

**Report Selection Criteria**

<b>Report Type:</b>	Detailed	
	<b>Start</b>	<b>End</b>
<b>Transaction Number:</b>	Start	End



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*City of*  
**VALLEY FALLS**

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*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.



**Kansas Opioids Memorandum of Understanding between the Attorney General, the  
League of Kansas Municipalities, and the Kansas Association of Counties**

Whereas the people of the State of Kansas and its communities have been harmed by the Opioid Epidemic due to the misfeasance, nonfeasance, and malfeasance committed by certain entities within the Pharmaceutical Supply Chain; and

Whereas, the State of Kansas, through its Attorney General, and certain Political Subdivisions, through their elected representatives and counsel, that separately have claims or potential claims seek to hold Pharmaceutical Supply Chain Participants accountable for the damages caused by their misfeasance, nonfeasance, and malfeasance; and

Whereas, the State of Kansas, through its Attorney General and its Political Subdivisions share a common desire to abate and alleviate the impacts of the opioid epidemic caused by that misfeasance, nonfeasance, and malfeasance throughout the State of Kansas; and

Whereas, in furtherance of that goal, during the 2021 Legislative Session, the Kansas Legislature passed the Kansas Fights Addiction Act, House Bill 2079, to address the use of funds received from opioid litigation and establish limits on future opioid litigation by municipalities; and

Whereas, House Bill 2079 contemplates the distribution of settlement funds received from the opioid litigation to non-litigating municipalities and litigating municipalities who have entered into an agreement to waive their claims according to a formula negotiated between the Attorney General, the League of Kansas Municipalities, and the Kansas Association of Counties; and

Whereas, Kansas's share of settlement funds from certain national settlement agreements will be maximized only if all necessary Kansas Political Subdivisions participate; and

Whereas, the intent of the Kansas Fights Addiction Act and this Memorandum are to capture all funds dedicated by any settlement agreement to the State or to any Kansas Political Subdivision, including funds dedicated by the terms of any settlement agreement solely for the use by the State or by a Kansas Political Subdivision.

Whereas the moneys in the Municipalities Fight Addiction Fund shall be expended for projects and activities that prevent, reduce, treat, or mitigate the effects of substance abuse and addiction or to reimburse the municipality for previous expenses related to substance abuse mitigation or arising from covered conduct.

Now, therefore, the State of Kansas and its Political Subdivisions through their respective representatives, the League of Kansas Municipalities and the Kansas Association of Counties, subject to completing formal documents effectuating the Parties' agreement, enter this Memorandum

of Understanding ("MOU") to maximize and facilitate the distribution of the proceeds of national settlement agreements allocated to the State of Kansas and its Political Subdivisions.

## A. Definitions

As used in this MOU:

1. "Approved Purpose(s)" shall mean projects and activities, including, but not limited to law enforcement, that prevent, reduce, treat, or mitigate the effects of substance abuse and addiction or to reimburse the State or Political Subdivisions for previous expenses related to substance abuse mitigation or arising from covered conduct, subject to any limitations on uses imposed on specific Settlement Funds by any agreement entitling the State or Political Subdivision to those Settlement Funds. Moneys in the Municipalities Fight Addiction fund may also be used by State and Political Subdivisions for the payment of litigation costs, expenses or attorney fees related to opioid litigation, except that a Political Subdivision shall first seek payment from applicable outside settlement sources or settlement fee funds prior to utilizing moneys from the Municipalities Fight Addiction fund for such payments, expenses, or fees.
2. "Covered Conduct" shall mean any conduct covered by opioid litigation that resulted in payment of moneys into the Kansas Fights Addiction fund.
3. "Expanded Population" shall be the sum of the population of all Political Subdivisions in the State, notwithstanding that persons may be included within the population of more than one Political Subdivision.
4. "Maximizing Settlement" refers collectively to the J&J National Settlement, the Distributor National Settlement, the Purdue Bankruptcy Settlement, the Mallinckrodt Bankruptcy Settlement, Insys Bankruptcy Settlement, and any future settlements that utilize a bonus structure for litigating entity and/or population participation.
  - a. "J&J National Settlement" means a national settlement agreement with Johnson & Johnson and its related corporate entities concerning alleged misconduct in the manufacture, marketing, promotion, reporting, distribution, and/or dispensing of opioids.
  - b. "Distributor National Settlement" means a national settlement agreement with pharmaceutical distributors AmerisourceBergen, Cardinal Health, McKesson, and their related corporate entities concerning alleged misconduct in the marketing, promotion, reporting, distribution, and/or dispensing of opioids.
  - c. "Purdue Bankruptcy Settlement" means any national settlement with non-federal government entities, including States and their political subdivisions, in the Purdue Bankruptcy Plan as approved by the Court in *In re: Purdue Purdue Pharma, L.P.*, Case No. 19-23648, which is pending in the United States Bankruptcy Court for the Southern District of New York.
  - d. "Mallinckrodt Bankruptcy Settlement" means any national settlement with non-federal government entities, including State and their political subdivisions in the Mallinckrodt Bankruptcy Plan as approved by the Court in *In re: Mallinckrodt PLC*,

*et al.*, Case No. 20-12522, which is pending in the United States Bankruptcy Court or the District of Delaware.

- e. "Insys Bankruptcy Settlement" means any national settlement with non-federal government entities, including States and their political subdivisions in the Insys Bankruptcy Plan as approved by the Court in *In re: Insys Therapeutics, Inc., et al.*, Case No. 19-11292, which is pending in the United States Bankruptcy Court for the District of Delaware.
5. "Maximizing Settlement Funds" refers collectively to the J&J National Settlement Funds, the Distributor National Settlement Funds, the Purdue Bankruptcy Settlement Funds, the Mallinckrodt Bankruptcy Settlement Funds, Insys Bankruptcy Settlement Funds, and any future settlements that utilize a bonus structure for litigating entity and/or population participation.
    - a. "J&J Settlement Funds" shall mean monetary amounts allocated to the State of Kansas and its political subdivisions in the J&J National Settlement.
    - b. "Distributor National Settlement Funds" shall mean monetary amounts allocated to the State of Kansas and its political subdivisions in the Distributor National Settlement.
    - c. "Purdue Bankruptcy Settlement Funds" shall mean monetary amounts allocated to the State of Kansas and its political subdivisions in the Purdue Bankruptcy Settlement.
    - d. "Mallinckrodt Bankruptcy Settlement Funds" shall mean monetary amounts allocated to the State of Kansas and its political subdivisions in the Mallinckrodt Bankruptcy Settlement.
    - e. "Insys Bankruptcy Settlement Funds" shall mean monetary amounts allocated to the State of Kansas and its political subdivisions in the Insys Bankruptcy Settlement.
  6. "Parties" shall mean the State of Kansas, the League of Kansas Municipalities, and the Kansas Association of Counties.
  7. "Pharmaceutical Supply Chain" shall mean the process and channel through which opioids or opioid products are manufactured, marketed, promoted, distributed, dispensed, or prescribed.
  8. "Pharmaceutical Supply Chain Participants" shall mean any entity that engages in or has engaged in the manufacture, marketing, promotion, reporting, distribution, dispensing of, or prescription of any opioid analgesic.
  9. "Political Subdivision" shall mean any Kansas city or county.
    - a. "Litigating City" or "Litigating County" shall mean a Political Subdivision that filed or became a party to opioid litigation in court prior to January 1, 2021, or received approval from the Attorney General to file or become a party to opioid

litigation and has filed or become a party to opioid litigation on or after January 1, 2021.

- b. "Nonlitigating City" or "Nonlitigating County" shall mean a Political Subdivision that has not filed or became a party to opioid litigation.
10. "Population" shall refer to the published Certified Kansas Population by County estimates produced by the Kansas Division of the Budget released on July 1, 2021.
  11. "Release and Assignment Agreement" shall mean an agreement between the Attorney General and a Litigating City or Litigating County, by which a Litigating City or Litigating County releases its legal claims arising from covered conduct to the Attorney General and assigns any future legal claims arising from covered conduct to the Attorney General, in substantially the same form of the agreement attached hereto as Exhibit A.
  12. "Standard Settlement" shall mean a negotiated pre-judgment resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant that includes the State and Political Subdivisions. Standard Settlement shall not include any Maximizing Settlement.
  13. "Standard Settlement Funds" shall mean base monetary amounts obtained through a settlement before any bonus structure for litigating entity and/or population participation. Standard Settlement Funds do not include any Maximizing Settlement Funds.
  14. "State" shall mean the State of Kansas acting through its Attorney General.
  15. "Settlement Funds" shall mean Standard Settlement Funds and Maximizing Settlement Funds.

#### **B. Allocation of Standard Settlement Funds**

1. All Standard Settlement Funds shall be divided with 25% going to the Municipalities Fight Addiction Fund and 75% going to the Kansas Fights Addiction Fund.
2. The 25% of Standard Settlement Funds going to the Municipalities Fight Addiction Fund shall be divided with 50% going to cities and 50% going to counties.
3. The city share of the Standard Settlement Funds of the Municipalities Fight Addiction Fund shall be allocated per capita by population of each city subject to the following:
  - a. Any Litigating City that enters a Release and Assignment Agreement prior to January 1, 2022, shall be entitled to Standard Settlement Funds. In the event a Litigating City does not enter a Release and Assignment Agreement prior to January 1, 2022, the allocation percentage for said City shall be redistributed equally per capita to the remaining eligible cities.

- b. To be eligible for an allocation of Standard Settlement Funds, prior to January 1, 2022, nonlitigating cities must pass a resolution stating the city has previous or expected expenses related to substance abuse or addiction mitigation or other covered conduct in excess of \$500 and the city can utilize the Standard Settlement Funds in accordance with the approved purposes. This resolution must be submitted to the Attorney General along with any other required documents necessary to distribute funds. In the event a Nonlitigating City does not pass such resolution prior to January 1, 2022, the allocation percentage for said City shall be redistributed equitably to the remaining eligible cities.
  - c. In the event an eligible city merges, dissolves, or ceases to exist, the allocation percentage for said City shall be redistributed equitably to the remaining eligible cities.
- 4. The county share of the Standard Settlement Funds of the Municipalities Fight Addiction Fund shall be allocated per capita by population of each county subject to the following:
  - a. Any Litigating County that enters a Release and Assignment Agreement prior to January 1, 2022, shall be entitled to Standard Settlement Funds. In the event a Litigating County does not enter a Release and Assignment Agreement prior to January 1, 2022, the allocation percentage for said County shall be redistributed equally per capita to the remaining eligible counties.
  - b. To be eligible for an allocation of Standard Settlement Funds, prior to January 1, 2022, nonlitigating counties must pass a resolution stating the county has previous or expected expenses related to substance abuse or addiction mitigation or other covered conduct in excess of \$500 and the county can utilize the Standard Settlement Funds in accordance with the approved purposes. This resolution must be submitted to the Attorney General along with any other required documents necessary to distribute funds. In the event a Nonlitigating County does not pass such resolution prior to January 1, 2022, the allocation percentage for said County shall be redistributed equitably to the remaining eligible counties.
  - c. In the event an eligible county merges, dissolves, or ceases to exist, the allocation percentage for said County shall be redistributed equitably to the remaining eligible counties.
- 5. The Political Subdivision share shall be paid directly to the Political Subdivision to be held in a segregated account to be used for Approved Purposes. Funds in this special revenue fund shall not be commingled with any other money or fund of the city or county. Although Political Subdivisions may make contracts with or grants to a nonprofit, charity, or other entity, Political Subdivisions may not assign to another entity their rights to receive payments from the Municipalities Fight Addiction Fund.

### **C. Allocation of Maximizing Settlement Funds**

1. All Maximizing Settlement Funds shall be divided with 25% going to the Municipalities Fight Addiction Fund and 75% going to the Kansas Fights Addiction Fund.
2. The 25% of Maximizing Settlement Funds going to the Municipalities Fight Addiction Fund shall be divided with 50% allocated to cities and 50% allocated to counties.
3. The city and county shares of the Maximizing Settlement Funds of the Municipalities Fight Addiction Fund shall be allocated per capita **subject to** the following:
  - a. Any Litigating City or Litigating County that enters a Release and Assignment Agreement prior to January 1, 2022 shall be entitled Maximizing Settlement Funds. In the event a Litigating City or Litigating County does not enter a Release and Assignment Agreement prior to January 1, 2022, the allocation percentage, if any, for said City or County shall be redistributed equally per capita, subject to section C.3.c. and C.3.d below, to the remaining eligible cities and counties.
  - b. To be eligible for an allocation of Maximizing Settlement Funds, prior to January 1, 2022, nonlitigating cities and counties must pass a resolution, consistent with paragraphs B.3.b. and B.4.b. above, stating the city or county has previous or expected expenses related to substance abuse or addiction mitigation or other covered conduct in excess of \$500 and the county can utilize the Maximizing Settlement Funds in accordance with the approved purposes. This resolution must be submitted to the Attorney General along with any other required documents necessary to distribute funds. In the event a Nonlitigating City or County does not pass such resolution prior to January 1, 2022, the allocation percentage for said City or County, if any, shall be redistributed equally per capita, subject to section C.3.c. and C.3.d below, to the remaining eligible cities and counties.
  - c. The allocation of Maximizing Settlement Funds to the cities shall be distributed:
    - i. to Litigating Cities that have entered a Release and Assignment Agreement according to each such Litigating City's population proportional to the total population of all cities in Kansas, multiplied by 1.25; and
    - ii. the balance, thereof, distributed to all eligible non-litigating cities, according to each such City's population proportional to the total population of all cities in Kansas.
  - d. The allocation of Maximizing Settlement Funds to the counties shall be distributed as follows:
    - i. 50% of the total allocation of Maximizing Settlement Funds to the counties shall be distributed to all counties, subject to the limitation of sections C.3.a. and C.3.b, in Kansas, according to each such county's population proportional to the total population of all counties in Kansas;

- ii. 50% of the total allocation of Maximizing Settlement Funds to the counties shall be distributed to the Litigating Counties that have entered a Release and Assignment Agreement and shall be dispersed per capita proportional to the total population of Litigating Counties;
- iii. This 50% assumes that 100% of Litigating Counties are participating. If less than 100% of Litigating Counties participate, this 50% to the Litigating Counties is reduced by the corresponding reduction in the settlement.
  - 1. For example, in the Distributors' Settlement Incentive B, if only 95% of the Litigating Subdivisions participate, the incentive is lowered from 100% to 60%. In that instance, the Maximizing Settlement Funds to the Litigating Counties would be 30% ( $50\% (.5) \times 60\% (.6)$ ).
- iv. Nothing in paragraph C.3.d.ii., shall prohibit a Litigating County from being awarded a distribution pursuant to paragraph C.3.d.i.
- e. Maximizing Settlement Funds shall be distributed directly to the eligible Political Subdivisions, both cities and counties, by the Attorney General or in some other manner consistent with the provisions 2021 Kansas House Bill 2079.
- f. Maximizing Settlement Funds distributed to the eligible Political Subdivisions shall be held in a segregated account by the respective Political Subdivisions to be used for Approved Purposes. Funds in this special revenue fund shall not be commingled with any other money or fund of the Political Subdivision. Although Political Subdivisions may make contracts with or grants to a nonprofit, charity, or other entity, they may not assign to another entity their rights to receive Maximizing Settlement Funds.

#### **D. Use of Settlement Funds**

1. Regardless of allocation, all Settlement Funds shall be used in a manner consistent with the Approved Purposes. Prior to using any Settlement Funds as reimbursement for previous expenses related to substance abuse mitigation or arising from covered conduct, a Political Subdivision shall pass a resolution stating that its previous expenses related to substance abuse mitigation or arising from covered conduct are greater than or equal to the amount of funds that the Political subdivision seeks to use for reimbursement. Each Political Subdivision that receives any Settlement Funds shall request moneys, report on expenditures, and monitor the use of Settlement Funds consistent with the terms of this MOU, Kansas State Law, and with the terms of any Maximizing Settlement which provides funds to the Municipalities Fights Addiction Fund.
2. If a Political Subdivision spends any Settlement Funds on an expenditure inconsistent with the terms of this MOU, the political subdivision shall have 60 days after discovery of the expenditure to cure the inconsistent expenditure through payment of such amount for Approved Purposes



through budget amendment or repayment.

3. Political Subdivisions may pool Settlement Funds with other Political Subdivisions to cooperatively expend pooled Settlement Funds for Approved Purposes or deposit their Settlement Funds in the Kansas Fights Addiction fund to be distributed by the Kansas Fights Addiction grant review board.
4. Litigating Cities and Litigating Counties may only use their own respective shares of Settlement Funds to reimburse the payment of litigation costs, expenses or attorney fees related to opioid litigation. In order for Litigating Cities and Litigating Counties to use Settlement Funds from the Municipalities Fight Addiction Fund to reimburse the payment of litigation costs, expenses or attorney fees related to opioid litigation, such Litigating City or Litigating County must first seek payment from applicable outside settlement sources or settlement fee funds, consistent with 2021 Kansas House Bill No. 2079.

#### **E. Distribution of Settlement Funds**

1. Prior to the initial distribution, and in no event later than March 1, 2022, the Parties shall negotiate a Settlement Funds Distribution Procedure. The Settlement Funds Distribution Procedure will operate as an extension of this agreement, and shall be interpreted as incorporated within this agreement in whole.
2. For 2022, Settlement Funds shall be distributed as soon as reasonably practicable, and, such funds shall be distributed no later than June 1, 2022.
3. For all years after 2022, Settlement Funds shall be distributed annually no later than April 1 of the respective year.
4. Expenses for the administration of the distribution of settlement funds, pursuant to the Settlement Funds Distribution Procedure, shall be shared proportionally among the Parties.

#### **F. Enforcement**

1. This MOU is enforceable only by the parties. Political Subdivisions shall not have direct enforcement rights under this MOU; *however*, Political Subdivisions shall have the right to bring disputes arising from the terms of this MOU to (i) the League of Kansas Municipalities for cities; (ii) the Kansas Association of Counties for counties, or (iii) to the Kansas Attorney General's Office for either cities or counties. Any party receiving a dispute from a Political Subdivision must comply with the terms of the dispute resolution terms of this MOU within 30 days of receipt of the dispute from the Political Subdivision.

2. If a Party has a dispute under the terms of this MOU, either on its behalf or on the behalf of a Political Subdivision, the Party shall notify the remaining Parties about the dispute. Within 45 days of notice of a dispute and at the earliest convenience of all involved, the Parties shall meet and confer to resolve the dispute. Any resolution to the dispute shall be agreed upon by unanimous agreement of the parties and reduced to writing. In the event that the dispute is raised by a Party on behalf of a Political Subdivision, the writing detailing the resolution shall be delivered to the Political Subdivision within 30 days of the date of the resolution.
3. In the event that the parties are unable to reach a unanimous resolution, the disputing party may seek enforcement of the terms of the MOU in the District Court of Shawnee County, Kansas.

#### **G. Amendments**

The Parties agree to make such amendments as necessary to implement the intent of this agreement.

#### **H. Preservation of Records**

Any Political Subdivision receiving Settlement Funds shall maintain for a period of at least three years, records of all Settlement Fund expenditures and documents underlying those expenditures, so that it can be verified that these funds are being or have been utilized in a manner consistent with this MOU.

#### **J. Notice of Additional Settlements**

The State of Kansas, through the Office of the Attorney General shall, in a timely manner, notify the parties to this agreement of the receipt of settlement funds and any new settlements subject to disbursement according to this agreement. Notice may be given in any manner reasonably calculated to inform the parties of the action having taken place.

#### **K. Conflicts with other Agreements**

The parties to this MOU acknowledge that the purpose and intent of this agreement is to combat the opioid crisis by creating a strategy tailored to Kansas in compliance with House Bill 2079. Therefore, by entering into this agreement, the parties agree and acknowledge that the distribution, expenditure, and oversight of opioid funds as discussed herein shall be governed by this MOU. This MOU, its exhibits, attachments, and amendments, if any, contains the entire agreement between the Parties. If any term contained in this MOU conflicts with any allocation plan, apportionment plan, distribution methodology, or abatement plan that is created by, or subject to the discretion of, some other individual, entity, or court outside the State of Kansas, the parties agree that the terms of this MOU shall control.

#### **L. Counterparts**

This MOU may be executed in any number of counterparts, each of which shall constitute an original and all of which together shall constitute the same MOU. This MOU may be executed via electronic signature and may be considered to have the same legal effect as if it were the original signed version.

#### **M. Waiver**

The failure by a party to strictly enforce this MOU shall not constitute a waiver by that party under this MOU.

#### **N. Governing Law**

This MOU shall be construed in accordance with the laws of the State of Kansas.

#### **O. Severability**

In the event any provision of this MOU is found to be invalid or unenforceable, that provision shall be stricken and the remainder of the MOU shall be applied as if the stricken provision were not part of the MOU.

## Opioid Settlement Informational Sheet

Kansas is part of the multi-state litigation aimed at holding the producers and distributors of opioids accountable for the negative effects that their drugs have had on the American public. In 2021, the State Legislature passed HB 2079 to govern the distribution of settlement funds. The bill requires 75% of settlement funds to go to the state and 25% of these funds to be split between municipal governments. Pursuant to this legislation, the League, the Kansas Association of Counties, and the Attorney General's office are finalizing a required Memorandum of Understanding (MOU) governing how the local funds will be split and used.

In order to receive settlement funds, your city will need to certify previous or expected costs to the city of at least \$500, agree to spend any settlement funds for lawful purposes, and waive any remaining claims related to the opioid litigation. **It is important to note** that any city not having already filed a lawsuit on their own is barred from doing so by HB 2079. So, if your city is a non-litigating city, meaning that you have not filed opioid litigation on your own independent of the state, then going through these steps will be the only way that your city can receive settlement funds.

### Certifying Costs and Agreeing to Spend Funds on Lawful Purposes

Your city will be required to certify, **by resolution**, that the city has had or will have at least \$500 in costs related to opioid abuse or addiction mitigation and that the city is able to utilize any settlement funds on purposes approved in the MOU and the various settlements. The League's sample resolution will, among other things, certify costs and the ability to spend on lawful purposes as required.

- **Question 1: What are approved purposes?**
  - Approved purposes will likely include projects and activities, including law enforcement, that prevent, reduce, treat, or mitigate the effects of substance abuse and addiction. Language in the various settlements and the finalized MOU will offer more clarity on this. Cities will be able to partner with non-profit entities or pool money with other municipalities to use the settlement funds on projects well suited to address the problems brought on by opioid addiction and abuse.

- **Question 2: What can be included as we calculate costs?**
  - Generally any public funds spent on opioid abuse mitigation and treatment can be included when calculating if your city meets that \$500 threshold. Examples we have heard from cities have been the cost of Narcan kits and the personnel costs to emergency agencies (Fire, EMS, and Police) in responding to overdose calls.

## **Waiving Claims**

Your city will also be required to enter various agreements waiving any future claims that the city may have against various producers and distributors arising from conduct covered by the state settlement. All cities wishing to receive settlement funds will be required to enter the MOU. In addition to the MOU, cities wishing to receive funds will need to enter agreements with other entities (as of now Johnson & Johnson and a collection of distributors). Where you can find this release and how it will be submitted will vary by city population:

- **Cities with population of 10,000 or more.**
  - You should have received a notice from the National Opioids Settlement Administrator. This notice will include directions on how to register for the national settlement site and will include a code unique to your city allowing you to register for the site. Once registered, you will be sent the settlement release forms for the distributor's settlement and the J&J settlement that can be signed online by anyone with authorization to do so. If you have not received this notice, send an email to [jgoodyear@lkm.org](mailto:jgoodyear@lkm.org).
- **Cities with population of less than 10,000**
  - You will still need to sign these releases in order to have access to funds, but you will not be able to do so online. Instead, you will be required to submit an Exhibit K form. These forms will be a PDF and there will be one for the Distributors settlement and one for the Janssen (Johnson & Johnson) settlement. The forms can be found on the League's website, on the Kansas Fights Addiction Act page [https://www.lkm.org/page/Opioid\\_Settlement](https://www.lkm.org/page/Opioid_Settlement). In order to participate and receive funds, your city will need to fill out, sign, and submit both forms to [participation@nationalopioidsettlement.com](mailto:participation@nationalopioidsettlement.com)
- **Question 1: Who can sign the MOU and these settlement releases and agreements on behalf of the city?**
  - Release of these claims will require action by the governing body. Some cities have begun passing resolutions releasing claims and authorizing city personnel or a city official (ex: city manager or administrator, or mayor) to enter the agreements

necessary to effectuate that waiver. The League has developed a sample resolution doing just that. While you will not be required to pass such a resolution, it may be easier for the city to do so; authorizing one official to act on the city's behalf instead of waiting until all agreements are ready and finalized to hold a special meeting of the governing body to take up each agreement.

### **Sample Resolution**

The League, in consult with some city attorneys, has drafted a sample resolution to certify city costs, affirm that the city will only spend the funds on permissible purposes, and authorize a city official to execute any agreements that are necessary for the city to receive settlement funds. We urge you to work with your city attorney as you make modifications to the resolution to make it fit your city.

### **Submission of the Resolution and Signed MOU**

Once your city has passed a resolution certifying costs and has signed Exhibit A of the MOU, those signed documents must be submitted to the Attorney General's Office. The completed Exhibit A and the resolution can be submitted on the Attorney General's Opioid page: <https://ag.ks.gov/opioids>. There you will find a link to a Subdivision Settlement Document Submission Form where you will be required to fill in some information and upload the forms.

**More Questions?** Contact [jgoodyear@lkm.org](mailto:jgoodyear@lkm.org)

**RESOLUTION NO. 2022-01**

**A RESOLUTION OF THE CITY OF VALLEY FALLS, KANSAS, APPROVING THE EXECUTION AND DELIVERY OF AN AGREEMENT TO RELEASE AND ASSIGN THE CITY'S OPIOID CLAIMS TO THE KANSAS ATTORNEY GENERAL AND CERTIFYING COSTS ATTRIBUTABLE TO SUBSTANCE ABUSE AND ADDICTION MITIGATION IN EXCESS OF \$500.**

**WHEREAS**, in 2021, the Kansas Legislature enacted HB 2079, the Kansas Fights Addiction Act (the "Act"), authorizing litigating municipalities such as the City of Valley Falls to access opioid litigation settlement funds and become eligible for certain state grants by entering an agreement releasing the city's opioid litigation claims to the Attorney General and assigning any future opioid litigation claims to the Attorney General (the "Agreement"); and

**WHEREAS**, the City of Valley Falls sustained damages related to the opioid epidemic; and

***WHEREAS**, on January 19, 2022, the City of Valley Falls filed suit to recover damages sustained by the City related to the opioid epidemic (the "Claims"); and*

**WHEREAS**, the City of Valley Falls desires to enter an Agreement releasing and assigning its Claims to the Attorney General in order to access opioid litigation settlement funds and become eligible for certain state grants;

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

**Section 1. Authorization of the Agreement.** City hereby authorizes the release of its legal claims arising from covered conduct to the Attorney General, and the assignment of any future legal claims arising from covered conduct to the Attorney General, pursuant to the Agreement by and between the Attorney General and the City in substantially the form presented to and reviewed by the governing body at this meeting (copies of this document shall be on file in the records of the City), with such changes therein as shall be reviewed by the City Attorney and the officials of the City executing such documents.

**Section 2. Execution of the Agreement.** The Mayor, City Administrator, City Attorney and City Clerk are hereby authorized and directed to execute, seal, attest and deliver the Agreement in substantially the form presented to and reviewed by the governing body at this meeting and such other settlement agreements, documents, certificates and instruments as may be necessary and desirable to carry out and comply with the intent of this Resolution, for and on behalf of the City.

**Section 3. Certification of Costs and Expenses.** The City hereby certifies that it has incurred costs and expenses related to substance abuse or addiction mitigation in excess of \$500 and the City can utilize the opioid litigation settlement funds for the lawful purposes established in the Kansas Fights Addiction Act and the settlement agreements. The City Administrator and City Attorney are hereby authorized to execute, seal, attest and deliver such other documents,

certificates and instruments as may be necessary and desirable to certify these costs and expenses or similar costs and expenses, for and on behalf of the City.

**Section 4. Effective Date.** This Resolution shall be in full force and effect from and after its adoption.

**ADOPTED** this 19th day of January, 2022 and **SIGNED** by the Mayor.

---

Mayor

Attested:

---

City Clerk

REVIEWED AND APPROVED AS TO FORM:

---

City Attorney



## **Notes**

1. This resolution is intended to capture the minimum requirements of the Act; authorizing the city to enter into an agreement to release and assign any and all current and future opioid claims and certifying city costs associated with opioid abuse treatment and mitigation in excess of \$500. In addition to those necessary components, the draft resolution authorizes city manager or administrator and/or the mayor to execute the agreements necessary for the city to have access to the settlement funds on behalf of the city.
2. The italicized “Whereas” clause will not be necessary unless your city has filed opioid litigation independent of the state.
3. This resolution and any agreements entered into pursuant to the resolution should be reviewed by the city attorney.

### **Settlement Participation Form**

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 (“Janssen Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the Janssen Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Janssen Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Janssen Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Janssen Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Janssen Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Janssen Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Janssen Settlement.
7. The Governmental Entity has the right to enforce the Janssen Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Janssen Settlement, including but not limited to all provisions of Section IV (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Janssen Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Janssen Settlement shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Janssen Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Janssen Settlement.

10. Nothing herein is intended to modify in any way the terms of the Janssen Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Janssen Settlement in any respect, the Janssen Settlement controls.

I swear under penalty of perjury that I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Settlement Participation Form**

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 (“Distributor Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the Distributor Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Distributor Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Distributor Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Distributor Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Distributor Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Distributor Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Distributor Settlement.
7. The Governmental Entity has the right to enforce the Distributor Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Distributor Settlement, including but not limited to all provisions of Part XI, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Distributor Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Distributor Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Distributor Settlement.
10. In connection with the releases provided for in the Distributor Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Distributor Settlement.
11. Nothing herein is intended to modify in any way the terms of the Distributor Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Distributor Settlement in any respect, the Distributor Settlement controls.

I swear under penalty of perjury that I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit A — Agreement to Release and Assign Claims**

**BETWEEN:**

[ \_\_\_\_\_ ], (the “Assignor”), a municipality as defined by Kansas Statutes Annotated §12-105a, or other Political Subdivision, located within the State of Kansas, with its principal business office located at:

[ \_\_\_\_\_ ]

**AND:**

Derek Schmidt, the duly elected Attorney General of the State of Kansas, with a principal business office located at:

The Office of the Kansas Attorney General  
120 SW 10<sup>th</sup> Ave., 2<sup>nd</sup> Floor  
Topeka, KS 66612

**FOR VALUE CONTEMPLATED**, to gain access to money recovered by the State of Kansas for the abatement or remediation of substance abuse or addiction, made available by the Kansas Fights Addiction Act, 2021 Kansas House Bill No. 2079, consistent with **Kansas Opioids Memorandum of Understanding between the Kansas Attorney General, the League of Kansas Municipalities, and the Kansas Association of Counties**, and to permit as adopted by resolution passed by the Assignor on [ \_\_\_\_\_ ], the Assignor hereby releases its legal claims, and transfers and assigns to the Assignee, his successors, assigns, deputies, assistants, and personal representatives, any and all claims, demands, and cause or causes of actions on any kind whatsoever which the undersigned has or may have against any opioid manufacturer, distributor, and/or pharmacy, or entity within the Pharmaceutical Supply Chain, arising from the following type of claim:

**Any and all claims arising out of “covered conduct” and “opioid litigation” as defined by 2021 Kansas House Bill No. 2079, and any and all claims on file by Assignor in MDL Case No. 1:17-md-2804, if any.**

And the undersigned may in the name of the State of Kansas and for the benefit of the State of Kansas as defined by state law, 2021 House Bill No. 2079, and consistent with Kansas Opioids Memorandum of Understanding between the Attorney General, the League of Kansas Municipalities, and the Kansas Association of Counties, prosecute, collect, settle, compromise and grant releases on said claim as in his sole discretions deems advisable.

Any failure of the Assignor to comply with any requirement of the Memorandum of Understanding, the Kansas Fights Addiction Act, any other provision of Kansas law, or any reporting, requesting, monitoring, or other provision of any opioid settlement agreement which produces money governed by the Kansas Fights Addiction Act, may result in the suspension, termination, or other cessation of future payments to the Assignor from any fund established in the Kansas Fights Addiction Act.

IN WITNESS THEREOF, the parties have executed this Assignment on the day and year first above written.

Signed, sealed and delivered in the presence of:



ASSIGNOR

---

Authorized Signature

---

Print Name and Title

ASSIGNEE

---

Authorized Signature

Derek Schmidt, Kansas Attorney General  
Office of the Kansas Attorney General

REQUEST FOR PAYMENT OF CDBG FUNDS

CFDA 14.228

PART I: REQUEST FOR PAYMENT INFORMATION

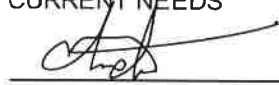

GRANTEE - NAME VALLEY FALLS, KANSAS GRANT NO. 21 PF 017  
 STREET ADDRESS 417 BROADWAY REQUEST NO. 1  
 PO BOX \_\_\_\_\_ vfcity@giantcomm.net  
 CITY, STATE, ZIP VALLEY FALLS, KS 66088 Grantee's - E-mail address for notifying about ACH deposit brettw.gas@outlook.com  
 Administrator - E-mail address for notifying about ACH deposit \_\_\_\_\_

PART II: STATUS OF CDBG FUNDS

	AMOUNT
1 PAYMENT DUE & AMOUNT OF THIS REQUEST	<u>106,750.00</u>
2 CDBG GRANT AWARD	<u>115,950.00</u>
3 PROGRAM INCOME AND OTHER RECEIPTS	<u>                    </u>
4 <b>TOTAL FUNDS ( 2 + 3 )</b>	<u>115,950.00</u>
5 CDBG FUNDS RECEIVED TO DATE	<u>                    </u>
6 <b>TOTAL ( 1 + 5 )</b>	<u>106,750.00</u>
7 <b>REMAINING CDBG FUNDS ( 4 - 6 )</b>	<u>9,200.00</u>

PART III: CERTIFICATION

I HEREBY CERTIFY THAT THE DATA REPORTED ABOVE IS CORRECT AND THAT THE AMOUNT REQUESTED IS NOT IN EXCESS OF CURRENT NEEDS

DATE 1/12/22 SIGNATURE  TITLE City Administrator  
 DATE 1/12/22 SIGNATURE  TITLE City Clerk

PART IV: APPROVAL (FOR KANSAS DEPT. OF COMMERCE USE ONLY)

CDBG APPROVAL:

1. CONTRACT TERMINATION DATE: \_\_\_\_\_
2. AUTHORIZED SIGNATURE: \_\_\_\_\_
3. MONITORING RESOLUTION: CURRENT / PAST DUE / NA
4. QUARTERLY PROGRESS REPORTS: CURRENT / PAST DUE

FIELD REPRESENTATIVE \_\_\_\_\_ DATE \_\_\_\_\_  
 ECONOMIC DEVELOPMENT SPECIALIST \_\_\_\_\_ DATE \_\_\_\_\_  
 ADMINISTRATIVE/ COMPLIANCE \_\_\_\_\_ DATE \_\_\_\_\_  
 FISCAL \_\_\_\_\_ DATE \_\_\_\_\_

Kansas Department of Commerce  
 Small Cities Community Development Block Grant

# CASH DISBURSEMENT REPORT

(For Economic Development Grants, please attach a copy of summary of payment)

GRANTEE: VALLEY FALLS, KANSAS  
 GRANT NUMBER: 21 PF 017  
 REPORTING PERIOD: 02/15/2020 - 01/05/2022  
 REPORT NUMBER: 1

Kansas Dept of Commerce  
 1000 SW JACKSON STREET, SUITE 100  
 TOPEKA, KS 66612-1354

CDBG-F-CD  
 6/2017 (REV)

NO.	ACTIVITY NAME (As on Budget Form)	BUDGET		TOTAL COST	CDBG \$			LOCAL/OTHER \$		
		CDBG	LOCAL		EXPENDED THIS RFP	EXPENDED TO DATE	AVAILABLE BALANCE	EXPENDED THIS RFP	EXPENDED TO DATE	AVAILABLE BALANCE
1c	Street Improvements	115,950.00	53,050.00	169,000.00	106,750.00	106,750.00	9,200.00	66,191.74	66,191.74	-13,141.74
1h	Engineering Design		27,900.00	27,900.00				27,500.00	27,500.00	400.00
1i	Construction Inspection		20,000.00	20,000.00						20,000.00
3a	Administration		15,000.00	15,000.00				13,000.00	13,000.00	2,000.00
<b>TOTALS</b>		115,950.00	115,950.00	231,900.00	106,750.00	106,750.00	9,200.00	106,691.74	106,691.74	9,258.26

**Total Expended this DD, CDBG and Local**

**Total Expended**

**Total Invoices this DD**      \$213,441.74

\$213,441.74

\$213,441.74

CDBG/Local Ratio                      50%                      50%                      100%                      50%                      50%                      100%

# Valley Falls Draw #1 Recap

Payee	Inv #	Type	Amount	Local	CDBG
Bettis	1	Construction	\$ 174,941.74	\$ 66,191.74	\$ 108,750.00
		<b>Total</b>	<b>\$ 174,941.74</b>	<b>\$ 66,191.74</b>	<b>\$ 108,750.00</b>
PEC	523875	Design	\$ 4,125.00	\$ 4,125.00	
PEC	524080	Design	\$ 2,750.00	\$ 2,750.00	
PEC	524318	Design	\$ 6,875.00	\$ 6,875.00	
PEC	524509	Design	\$ 8,250.00	\$ 8,250.00	
PEC	524670	Design	\$ 4,125.00	\$ 4,125.00	
PEC	524877	Design	\$ 1,375.00	\$ 1,375.00	
		<b>Total</b>	<b>\$ 27,500.00</b>	<b>\$ 27,500.00</b>	<b>\$ -</b>
Western Consultants	6/4/21	Administration	\$ 5,000.00	\$ 5,000.00	
Western Consultants	11/10/21	Administration	\$ 3,012.00	\$ 3,012.00	
Western Consultants	1/4/21	Administration	\$ 4,988.00	\$ 4,988.00	
		<b>Total</b>	<b>\$ 13,000.00</b>	<b>\$ 13,000.00</b>	<b>\$ -</b>
		<b>Draw Total</b>	<b>\$ 215,441.74</b>	<b>\$ 106,691.74</b>	<b>\$ 108,750.00</b>

	1	2	3	4	5	6
BETTIS	\$ 174,941.74					
PEC DESIGN	\$ 4,125.00	\$ 2,750.00	\$ 6,875.00	\$ 8,250.00	\$ 4,125.00	\$ 1,375.00
ACQUISITION						
WC ADMIN	\$ 5,000.00	\$ 3,012.00	\$ 4,988.00			

7

8

9

10 **Total**

**\$ 174,941.74**

**\$ 27,500.00**

**\$ -**

**\$ 13,000.00**

**\$ -**

**\$ -**

**\$ 215,441.74**

# Western Consultants

PO Box 187  
Lawrence, KS 66044  
Phone: 816.805.9183

Date: 11/10/21 – 1/4/22

**Bill To: City of Valley Falls  
417 Broadway St  
Valley Falls, KS 66088**

**For: Valley Falls Street Improvements  
21-PF-017**

DESCRIPTION	AMOUNT
Weekly certified payroll reviews Correspondence with contractor regarding payroll requirements and wage rates Prepared and submitted 12/31 Quarterly Report Prepare Draw #1 Correspondence with engineer and contractor regarding pay application and completion docs  39.75 hrs @ \$125.50 per hour	\$4,988.00
<b>TOTAL</b>	<b>\$4,988.00</b>

*\*Please make check payable to Western Consultants*




# BETTIS ASPHALT & CONSTRUCTION, INC.

PO Box 1694, Topeka, KS 66601 785-235-8444

Date 12/20/2021 To: City of Valley Falls 417 Broadway Valley Falls, Ks 66088		CDBG Project No. 21-PF-017	Job # 210591 Inv # 2112-041
---	--	----------------------------	--------------------------------

Date: 12/20/2021 Bettis Asphalt & Construction Inc P O Box 1694, Topeka, KS 66601		Project No. 135-200575-001-6732	Location: MULBERRY STREET IMPROVEMENTS	ESTIMATE #1	Period Ending: 12/12/2021
---	--	---------------------------------	--	-------------	---------------------------

Bid Item	Description	Plan Quantity	Unit	Contract		Quantity Previous	Quantity this Period	Total Comp Qty	% Comp	Cost this Period	Total Cost Comp to Date
				Unit Price	Total Price						
1	ASPHALT MILLING	7,477	SY	\$ 2.95	\$ 22,057.15	0	7477	7477	100.00%	22,057.15	22,057.15
2	ASPHALTIC CONCRETE OVERLAY	7,477	LF	\$ 10.67	\$ 79,779.59	0	7477	7477	100.00%	79,779.59	79,779.59
3	FULL DEPTH PAVEMENT PATCHING	651	SY	\$ 86.10	\$ 56,051.10	0	550	550	84.49%	47,355.00	47,355.00
4	MANHOLE ADJUSTMENT	3	EA	\$ 2,000.00	\$ 6,000.00	0	1	1	33.33%	2,000.00	2,000.00
5	WATER VALVE ADJUSTMENT	1	EA	\$ 750.00	\$ 750.00	0	0	0	0.00%	0.00	0.00
6	MOBILIZATION	1	LS	\$ 13,000.00	\$ 13,000.00	0	1	1	100.00%	13,000.00	13,000.00
7	SITE CLEARING & RESTORATION	1	LS	\$ 2,550.00	\$ 2,550.00	0	1	1	100.00%	2,550.00	2,550.00
8	TRAFFIC CONTROL	1	LS	\$ 8,200.00	\$ 8,200.00	0	1	1	100.00%	8,200.00	8,200.00
					\$ -	0	6	6	#DIV/0!	0.00	0.00
					\$ -	0	0	0	#DIV/0!	0.00	0.00
					\$ -	0	0	0	#DIV/0!	0.00	0.00
					\$ -	0	0	0	#DIV/0!	0.00	0.00
					\$ -	0	0	0	#DIV/0!	0.00	0.00
9	SALES TAX 9.5%	1	LS	\$ 16,619.47	\$ 16,619.47	0	1	1	100.00%	16,619.47	16,619.47
					\$ -	0	0	0	#DIV/0!	0.00	0.00
					\$ -	0	0	0	#DIV/0!	0.00	0.00
					\$ -	0	0	0	#DIV/0!	0.00	0.00
					\$ -	0	0	0	#DIV/0!	0.00	0.00
					\$ -	0	0	0	#DIV/0!	0.00	0.00
					\$ -	0	0	0	#DIV/0!	0.00	0.00
					\$ -	0	0	0	#DIV/0!	0.00	0.00
					\$ -	0	0	0	#DIV/0!	0.00	0.00
					\$ -	0	0	0	#DIV/0!	0.00	0.00
					\$ -	0	0	0	#DIV/0!	0.00	0.00
					\$ -	0	0	0	#DIV/0!	0.00	0.00
					\$ -	0	0	0	#DIV/0!	0.00	0.00
					\$ -	0	0	0	#DIV/0!	0.00	0.00
					\$ -	0	0	0	#DIV/0!	0.00	0.00
					\$ -	0	0	0	#DIV/0!	0.00	0.00
					\$ -	0	0	0	#DIV/0!	0.00	0.00
Total					205,007.31						

		
Bettis Asphalt & Construction, Inc		
City of Valley Falls	Less Previous Payments / Estimates Amount Due This Application	\$ 191,561.21    \$ 191,561.21 \$ - \$ - \$ 191,561.21





City of  
**VALLEY FALLS**

*Incorporated May 17, 1869*

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

- 1) Animal Control Vehicle is set for January 25 on PurpleWave Auction. Currently bidding at \$550.
- 2) CDBG Street Project Drawdown 1 is ready. Funds should be disbursed in the coming week. The final inspection will be completed sometime in February. After final inspection, the final Drawdown will be completed, closing out the project.
- 3) CDBG has unofficially awarded the City of Valley Falls \$600,000 for the Sewer Project. Official notification anticipated in the coming week.
- 4) 1099s and W2s have been sent to our auditor for them to print and mail out.
- 5) gWorks implementation has started. The next few months will be heavily focused on moving everything over. Anticipated to be LIVE and fully operational on new system by April 1<sup>st</sup>.
- 6) Review of the fixed assets listing for all city departments. This is an annual practice prior to renewing our insurance. The review identifies and makes sure all assets, property, and individuals covered under insurance are accurate and up-to-date.
- 7) Working on review and update of Job Descriptions and Personal Policies & Guidelines.
- 8) Working on the Fund Balance vs Bank balances. Will make adjustment when closing out year-end and moving to gWorks.
- 9) Firewall at City Hall/ Water Plant pending implementation. IT assistance is set to help sometime in the coming week.

**Pending Projects**

CDBG Street Project - Project Complete. Financial Closeout Pending.

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

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

Installation of Automatic Water Meters: 175 installed to date

**Financials**

Fund Balances As Of:

Fund #	Fund Name	Previous Balance	New Balance
01	General	\$144,179.98	\$144,179.98
03	Water	\$168,734.70	\$168,734.70
04	Sewer	\$300,781.65	\$300,781.65
05	Capital Improvement	\$96,007.56	\$96,007.56
06	Street & Highway	\$87,432.03	\$87,432.03
07	Special Equipment Reserve	\$5,731.71	\$5,731.71
08	Solid Waste	\$56,035.75	\$56,035.75
09	Bond Fund	\$309,452.83	\$309,452.83

**CITY OFFICE**

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



*City of*  
**VALLEY FALLS**

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*Incorporated May 17, 1869*

**Public Works Report**  
**January 19, 2022**

**Water:**

Fixed a leak we had on Bluemound road  
Repaired parts at Hurst tower that were damaged by the storm  
Ordered the new chlorine reader no word yet on delivery date  
River pump still awaiting parts  
Sed pond low lift pump finished need to go pick it up next week

**Streets:**

Nothing to report

**Parks:**

Nothing to report

**Sewer:**

We received shipment of the new gate valve for the lagoon discharge will have it installed when weather warms up some but before our discharge stop date of March 31



# VALLEY FALLS POLICE



★ BRANDON W. BINES ★  
CHIEF OF POLICE

## Council Meeting 01/14/2022

- Officer Davidson has completed first two weeks of training at the academy and seems to be moving along well.
- Background for Edward Rivera (FT Police Officer) and Heather Johnson (PT Police Officer) has been completed and requesting to hire them with a start date of 01/22/2022.
- Once I have begun training the new hires, I will be starting backgrounds for the additional PT Officer applicants.
- Spoke W/ Tom Allen about laptop stand. He will be looking into what he can do to see if he can make something.
- I will be getting 2 laptop stands donated by the Miami County Sheriff's Office, however until we receive them, we will not know if they will work or not.
- We have been GIFTED (free) two BRAND NEW bulletproof vests for our agency valued at approximately \$2,800.00. The vests will be fitted specifically for the individual Officer for comfort at no further charge. These have been donated to us by a group who wishes to remain anonymous.
- I have been adding additional agency policies which have been turned over to the City Administrator.
- I have updated all VFPD computers / laptops with Windows 10 and Microsoft so that all of our equipment functions properly.
- Felony Arrest Made
- Ongoing investigations.
- Unmarked vehicle discussion – The purpose of having an unmarked vehicle is for many reasons however some key highlights include:
  - **Traffic Enforcement:** When conducting traffic enforcement, having an unmarked vehicle out on the highway and around town will make it easier to catch people violating traffic laws as opposed to seeing a marked police vehicle from a distance. This also works well for DUI enforcement. People will hopefully pay closer attention to obeying the traffic laws, by not speeding or running stop signs, as opposed to if a marked police car is waiting to catch them in the act.

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

417 BROADWAY STREET, VALLEY FALLS, KANSAS 66088

TELEPHONE (785) 945- 3434

[WWW.VALLEYFALLSPOLICE.ORG](http://WWW.VALLEYFALLSPOLICE.ORG)

- **Element of Surprise** – Most people that live in town will get to know the Chief’s vehicle. It is the ones that come from Topeka and the surrounding areas that if they are here up to no good and want to take part in criminal activity such as drug deals, thefts, burglaries, it would be a lot easier to spot and catch people in the act of doing illegal business when not spotted in a marked patrol vehicle. If I am driving down the road in an unmarked vehicle, it gives that extra moment of being able to catch someone doing wrong as opposed to someone seeing a marked vehicle and “waiting” for the car to drive down the street before engaging in their criminal behavior.
- **Surveillance-** As we conduct criminal investigations on drug houses, deals and other criminal activity, it is a lot harder to do this from a marked vehicle where the offender can easily spot the police vehicle from a distance and therefore potentially ruin the investigation. Having an unmarked vehicle would again give that extra level of concealment when needing to conduct these types of investigations.
- **Outside Travel** – When going to the Crime Lab in Topeka or outside training, it is not necessary that everyone know that a marked Valley Falls Police vehicle is outside their jurisdiction. This causes people to question the reasons for the travel and have something else to debate about on Facebook. There should be no reason why anyone outside of Valley Falls would need to know why the vehicle is there. With traveling with evidence and other sensitive material to and from the KBI from lab, this would be another reason why we would not want someone to know why the vehicle was going to the KBI.
- **Other agencies** – Many other agencies in the surrounding areas have unmarked vehicles. This is not uncommon. A list of agencies in the area that have unmarked vehicles are:
  - Jefferson County Sheriff’s Office (approx. 6)
  - Mclouth PD (1)
  - Kansas Highway Patrol (Multiple)
  - Topeka PD (Multiple)
  - Kansas Bureau of Investigation (Multiple)
  - Jackson County Sheriff’s Office (Multiple)
  - Johnson County Sheriff’s Office (Multiple)

- It should be noted that out of a vehicle fleet of 3, two vehicles will be fully marked. This gives us the best of both worlds.
- If the concern is that someone may not be comfortable with stopping for an unmarked vehicle, - It is proper for them to continue and stop in a well-lit area, and to contact 911 or the Jefferson County Dispatch center to verify the stop is done by a lawful officer. Prior to stopping any vehicle, we notify dispatch via the police radio that a traffic stop is being performed. This way, dispatchers already know that the officer is conducting the traffic stop and that it is being done by a true officer.
- Police Impersonators exist however are extremely rare. It should be noted that just like an impersonator COULD have an unmarked vehicle, an impersonator COULD just as easily put graphics onto a vehicle and add a lightbar.
- Reminder - that if it was a Valley Falls unmarked vehicle or any unmarked vehicle as mentioned above, state law requires that a motorist must yield to red/blue lights and sirens. If a Trooper or Officer from another jurisdiction were to stop a motorist in an unmarked vehicle, that person would also have to stop and yield as it would be a violation of state law to flee from an emergency vehicle regardless of being marked or unmarked.
- New vehicle decal graphics are being designed to see what would look best on the Charger. Once this is selected, the new graphics and lightbar will be put on the Charger for Ofc. Davidson to use when he returns back from the academy.
- Purple Wave Auction for Animal vehicle Set for January 25<sup>th</sup>
- Attended FEMA Training – Traffic Incident Management

## 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;