



City of VALLEY FALLS

Incorporated May 17, 1869

◇ Attachment

City Council Agenda

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

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

March 2, 2022 6:30 PM
Regular Meeting

CALL TO ORDER
PLEDGE OF ALLEGIANCE
ROLL CALL - City Council and Staff
MINUTES - Regular Meeting of February 16, 2022 ◇
INVOICES - \$25,928.18 ◇

PUBLIC COMMENTS & GUESTS:
Public Comment Policy ◇

BUSINESS ITEMS:

1. Animal Ordinance 2022-03
2. CDBG Contract- Sewer Project
3. Workman Compensation Policy Renewal
4. Ranson Financial Rate Study
 - a. Sewer
 - b. Water
5. Planning Commission Appointment - Jayson Oliver
6. HUD Disclosure Report - CDBG Sewer Project

TABLED ITEMS:

1. Access Road Request
2. Building for Police Department
3. Taser's for Police Department

REPORTS:

CITY ADMINISTRATOR: Audree Aguilera ◇
PUBLIC WORKS: Bill McCoy ◇
POLICE: Brandon Bines ◇
MAYOR: Jeanette Shipley
FIRE DISTRICT: Mike Glissman
ECONOMIC DEVELOPMENT BOARD: Audree Aguilera or Chair
PLANNING & ZONING COMMISSION: Audree Aguilera or Chair
CITY COUNCIL COMMENTS/ FEEDBACK/ IDEAS

ANNOUNCEMENTS/ COMMUNICATIONS:
Town Hall Meeting will be on Wednesday, April 13th at 7:00 PM.
Now hiring for Seasonal Employees. Accepting application for Lifeguards, Concession Stand Workers, and Public Works Workers.

EXECUTIVE SESSION ◇
ADJOURNMENT

CITY OF VALLEY FALLS

February 16, 2022

Zoom
Open Meeting

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

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

Others present: Dianne Heinen, Scott Heinen, Lori Glissman, and Dayna Lloyd.

Minutes:

The minutes from the February 2, 2022, meeting was presented.

Salih moved to approve the minutes. Jennifer seconded the motion. Motion carried 5-0

Vouchers:

The February 16, 2022, Vouchers were presented. Salih moved to approve vouchers totaling \$30,693.92. Mike seconded the motion. Motion carried 5-0.

Public Comments & Guests: None.

BUSINESS ITEMS:

Lori Glissman and Dayna Lloyd presented a proposal to place a welcome sign donated by the Community Foundation at the west entrance to town on K16 Highway. Council discussed putting several more signs around town. The ladies will look into it with Audree's assistance.

The siblings of Rick Johnson, asked if they could place a bench in memory of their brother in the park at the base of the tree that was dedicated in his memory.

Gary made a motion to approve the bench. Jennifer seconded the motion. Carried 5-0

Audree presented Ordinance #1-305, changing the duties of the City Administrator.

Roll Call was done and Ordinance #1-305 passed 5-0.

Audree discussed the cost of putting in new street lights at a cost of \$10 per month. It was requested that Audree look into having lights put in a couple different locations.

Audree and Bill presented a proposal for the clear well to be cleaned.

Gary made a motion to proceed with cleaning. Jennifer seconded the motion. Carried 5-0

Audree brought up about the legality of having employment contracts and the fact that a police officer is only required to stay with the City for 1 year after graduating from the KLETC. No action was taken.

Land Bank was discussed and Ordinance 2022-02. Roll call was held and the ordinance passed 5-0

The Policy for the Land Bank was approved with recommendations.

Gary made a motion to approve police with changes. Jennifer seconded the motion. Carried 5-0

Planning Commission Recommends The council approve Uniform Codes.

Salih made a motion to accept the Codes. Gary seconded the motion. Carried 5-0

Condemnations:

Property at 207 Sycamore St. resolution discussed and damages noted.

Mike made motion to approve Resolution 2022-02. Gary seconded the motion. Carried 5-0

426 Broadway St. resolution discussed and damages noted

Mike made motion to approve Resolution 2022-03. Gary seconded the motion. Carried 5-0

204 Walnut St. resolution discussed and damages noted

Mike made motion to approve Resolution 2022-04. Gary seconded the motion. Carried 5-0

The sewer rate structure was discussed and Audree suggested we get a rate study done because of the projects we have.

Salih made a motion to approve rate study. Gary seconded the motion. Carried 5-0

Access Road – Chris Schmeissner doesn't have a problem with the road being used for school, emergency, and public works. Discussion ensued and Audree will discuss with the school.

City Administrator Report:

1) CDBG Street Project -The final inspection will be completed March 3rd. After final inspection, the final Drawdown will be completed, closing out the project. The tax reimbursement form has been sent in to the State.

2) CDBG Sewer Project has officially awarded the City of Valley Falls for \$600,000. Attended award ceremony on February 10th.

3) gWorks implementation has started. We have begun data entry from old software to gWorks. Anticipated to be LIVE and fully operational on new system by April 1st. Fund Balance vs Bank balances adjustments will be made during switch to gWorks.

4) Working on review and update of Job Descriptions and Personal Policies & Guidelines.

5) Review of the fixed assets listing for all city departments. Department asset reports will be due on Feb 18th.

- 6) Firewall at City Hall and Water plant was set up ineffectively in past. New router ordered to set up correctly.
- 7) KRWA will be testing all our fire hydrants in the spring. This service is free.
- 8) Attended Chamber Meeting on Thursday, February 3rd.
- 9) Economic Development Board Meeting was on February 7th. Next meeting will be March 7th.
- 10) Planning Commission Board Meeting was on February 8th. Next meeting will be March 8th.
- 11) Work Session was on February 9th. Next work session will be March 9th.
- 12) Attended CDBG Award Ceremony on Thursday, February 10th.

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

Water:

Got new chlorine reader installed and it is doing good

Got 1 new meter installed

Got the computer fixed at the water plant correcting the clocks. Our IT guy is working on writing a program so we can correct clock drift

Received 2 new fire hydrants

IT guy is also going to give us a bid on installing temperature sensors at sed pond and hurst tower

Parks: Nothing to report

Sewers:

Got 1 bid in to do the work around the lagoon still awaiting other bids

Streets:

Snow removal has been quicker and easier with new equipment

Designated snow routes were discussed.

General:

Kenneth is attempting to schedule CDL testing (testing sites are limited due to staffing issues)

Police:

- Graphics for the patrol cars have been ordered and expecting to receive next week.
- Once the charger is taken to a company to buff the door, the graphics will be applied to both vehicles.
- Valley Falls PD, Jefferson Co. Sheriff's Office & Jackson Co. Sheriff's Office participated in conducting a random K-9 search of USD 338 at the request of the school's administration with negative results.
- Attended the Valley Falls VFW pancake dinner. Spent time with veteran members
- Continuing to build relationships with the community members and organizations within Valley Falls. I have attended many school events, sporting games etc.
- Officer Rivera is doing well and adapting to training and will be leaving for the academy March 7th.
- Officer Rivera and I attended Spike Strip training, offered **Free**. Purposes of this training is to reduce injuries and the risks involved in those involved and to end chases safely.

- Bill and I looked at the laptop stand donated by the Miami County Sheriff's Office. Due to the size of our police radio, the console which houses the laptop stand does not fit.
- Spoke with Tom Allen about manufacturing a laptop stand, in which he stated that he would not be able to construct what we need, and that it would cost more than purchasing a new one.
- Jotto Laptop Mount ordered for \$305.00 with NET 30
- Completed Fixed Asset Listing for the PD
- Narcotics Investigations ongoing

Mayor Report:

Discussed when Delaware Place contract was up for renewal with Topeka Housing Authority.

Fire Report:

Mike presented the minutes of the Fire Board meeting.

ADJOURNMENT

Salih 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: March 2, 2022

INVOICES IN THE TOTAL AMOUNT OF: \$25,928.18

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 March, 2022

City Clerk

AP Enter Bills Edit Report

City of Valley Falls (VFCITY)

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Tr. #	Vendor	Inv Date	Paid Out	Immediate	Credit Card Vendor	Check #	Check Date	Due Date	Discount Date	Bank Code	Invoice #
PO Number		Inv Date			Check #	Check Date	Due Date	Discount Date		Bank Code	Discount
GL Date	Immediate GL Account	Immediate GL Account			Credit Card	CC Reference #			Payment Date		Total Invoice
1	911 / 911-Custom										39228
LIGHTBAR/STRAP		3/2/2022	N	Y	Not Yet Assigned	3/2/2022	3/2/2022	3/2/2022		KSB	\$0.00
3/2/2022					N						\$240.26
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	Light bar cover/strap				1 0000		\$240.2600			\$240.2600
								Y			\$0.00
01-200-5270											
2	ARAMARK / AmeriPride Services Inc										2800000048252
02222022		3/2/2022	N	Y	Not Yet Assigned	3/2/2022	3/2/2022	3/2/2022		KSB	\$0.00
3/2/2022					N						\$46.05
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	rugs				1 0000		\$46.0500			\$46.0500
								Y			\$0.00
01-100-5320											
3	WHEELERC / Curtis Wheeler										JANFEB2022
JAN/FEB 2022		3/2/2022	N	Y	Not Yet Assigned	3/2/2022	3/2/2022	3/2/2022		KSB	\$0.00
3/2/2022					N						\$420.00
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	3 Houses				1.0000		\$420.0000			\$420.0000
								Y			\$0.00
01-100-5290											
4	ER / Edward Rivera										GLASSES
SAFETY GLASSES		3/2/2022	N	Y	Not Yet Assigned	3/2/2022	3/2/2022	3/2/2022		KSB	\$0.00
3/2/2022					N						\$13.62
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	Safety Glasses				1.0000		\$13.6200			\$13.6200
								Y			\$0.00
01-200-5270											

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Tr. #	Vendor	Inv Date	Paid Out	Immediate	Credit Card Vendor	Check #	Check Date	Due Date	Discount Date	Bank Code	Invoice #
PO Number		Inv Date	Paid Out	Immediate	Check #	Check Date	Due Date	Discount Date	Bank Code		Discount
GL Date	Immediate GL Account	Immediate GL Account			Credit Card	CC Reference #			Payment Date		Total Invoice
5	WERRINGA / Farris, Fresh, & Werring Law Office										FEBRUARY 2022 COURT
FEB2022COURT		3/2/2022	N	Y	Not Yet Assigned	3/2/2022	3/2/2022	3/2/2022		KSB	\$0.00
3/2/2022					N						\$500.00
Line	Type	Desc/Inv Stock/Alloc			Quantity Bought		Cost Per Unit		Line Extension		
	Inv/Alloc Desc				Serial Number		Discount		Discount Amt		
	GL Expense Account				GL Prepaid Account				Exp Date		
1	Direct Expense	City Prosecutor			1.0000		\$500.0000		\$500.0000		
							Y		\$0.00		
01-600-5600											
Non 1099 Payments											
6	AGUILERA / Audree Aguilera										REIMBFEB2022
REIMB FEB 2022		3/2/2022	N	Y	Not Yet Assigned	3/2/2022	3/2/2022	3/2/2022		KSB	\$0.00
3/2/2022					N						\$218.15
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	Mileage			1.0000		\$188.1500		\$188.1500		
							Y		\$0.00		
01-100-5330											
2	Direct Expense	cellphone March			1.0000		\$30.0000		\$30.0000		
							Y		\$0.00		
01-100-5050											
7	BMCCOY / Bill McCoy										MARCH2022
MARCH2022CELL		3/2/2022	N	Y	Not Yet Assigned	3/2/2022	3/2/2022	3/2/2022		KSB	\$0.00
3/2/2022					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	March Cellphone			1.0000		\$30.0000		\$30.0000		
							Y		\$0.00		
01-100-5050											
8	CSPENCER / Chad Spencer										MARCH22CELL
MARCH22CELL		3/2/2022	N	Y	Not Yet Assigned	3/2/2022	3/2/2022	3/2/2022		KSB	\$0.00
3/2/2022					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	March 2022			1.0000		\$20.0000		\$20.0000		

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

01-100-5050											
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9	WEISHAARC / Chris Weishaar										MARCH22CELLP
MARCH22CELLP	3/2/2022	N	Y	Not Yet Assigned	3/2/2022	3/2/2022	3/2/2022	KSB			\$0.00
3/2/2022				N							\$40.00

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	Exp Date			

1	Direct Expense	March Cellphone	1.0000	\$30.0000	\$30.0000
				Y	\$0.00

01-100-5050

2	Direct Expense	Dog Kennel	1.0000	\$10.0000	\$10.0000
				Y	\$0.00

01-200-5270

10	GIANT / Giant Communications									03012022
FEB2022	3/2/2022	N	Y	Not Yet Assigned	3/2/2022	3/2/2022	3/2/2022	KSB		\$0.00
3/2/2022				N						\$384.68

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	Exp Date			

1	Direct Expense	police	1.0000	\$125.7500	\$125.7500
				Y	\$0.00

01-200-5050

2	Direct Expense	Pool	1.0000	\$68.1200	\$68.1200
				Y	\$0.00

01-500-5050

3	Direct Expense	admin	1.0000	\$112.5300	\$112.5300
				Y	\$0.00

01-100-5050

4	Direct Expense	pub works	1.0000	\$78.2800	\$78.2800
				Y	\$0.00

01-300-5050

11	GRAFIX / Grafix Shoppe									143294
CAR DECALS	3/2/2022	N	Y	Not Yet Assigned	3/2/2022	3/2/2022	3/2/2022	KSB		\$0.00
3/2/2022				N						\$1,334.45

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

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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
GL Expense Account											Exp Date
1	Direct Expense	Charger/Expedition					1.0000		\$1,334.4500		\$1,334.4500
									Y		\$0.00
01-200-5270											
12	IE / Independent Electric Machinery										TO-RSRI2150
RIVER PUMP		3/2/2022	N	Y		3/2/2022	3/2/2022	3/2/2022		KSB	\$0.00
3/2/2022					N						\$8,804.48
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	River Pump Repair					1.0000		\$8,804.4800		\$8,804.4800
									Y		\$0.00
03-000-5130											
13	IE / Independent Electric Machinery										TO-RSRI2151
SED POND PUMP		3/2/2022	N	Y		3/2/2022	3/2/2022	3/2/2022		KSB	\$0.00
3/2/2022					N						\$265.50
Line	Type	Desc/Inv Stock/Alloc				Quantity Bought			Cost Per Unit		Line Extension
	Inv/Alloc Desc					Serial Number			Discount		Discount Amt
GL Expense Account						GL Prepaid Account					Exp Date
1	Direct Expense	Sed Pond Pump					1.0000		\$265.5000		\$265.5000
									Y		\$0.00
03-000-5130											
14	JIMMY'S / Jimmy's Stump Removal										01172022
INSPECTJAN22		3/2/2022	N	Y	Not Yet Assigned	3/2/2022	3/2/2022	3/2/2022		KSB	\$0.00
3/2/2022					N						\$87.50
Line	Type	Desc/Inv Stock/Alloc				Quantity Bought			Cost Per Unit		Line Extension
	Inv/Alloc Desc					Serial Number			Discount		Discount Amt
GL Expense Account						GL Prepaid Account					Exp Date
1099 Type											
1	Direct Expense	Property Inspections					1.0000		\$87.5000		\$87.5000
									Y		\$0.00
01-600-5290											
Non 1099 Payments											
15	KSINSURANCE / Kansas Insurance										3605
WCOM040122		3/2/2022	N	Y	Not Yet Assigned	3/2/2022	3/2/2022	3/2/2022		KSB	\$0.00
3/2/2022					N						\$8,343.00
Line	Type	Desc/Inv Stock/Alloc				Quantity Bought			Cost Per Unit		Line Extension
	Inv/Alloc Desc					Serial Number			Discount		Discount Amt

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PO Number		Inv Date			Check #						Discount
GL Date		Immediate GL Account			Credit Card	CC Reference #			Payment Date		Total Invoice
GL Expense Account					GL Prepaid Account						Exp Date
1	Direct Expense	streets					1.0000		\$1,815.0000		\$1,815.0000
									Y		\$0.00
01-300-5170											
2	Direct Expense	water					1.0000		\$1,788.0000		\$1,788.0000
									Y		\$0.00
03-000-5170											
3	Direct Expense	sewer					1.0000		\$925.0000		\$925.0000
									Y		\$0.00
04-000-5170											
4	Direct Expense	police					1.0000		\$3,422.0000		\$3,422.0000
									Y		\$0.00
01-200-5170											
5	Direct Expense	pool					1.0000		\$393.0000		\$393.0000
									Y		\$0.00
01-500-5260											
<hr/>											
16	KRWA / Kansas Rural Water Association										2022 DUES
2022 DUES		3/2/2022	N	Y	Not Yet Assigned	3/2/2022	3/2/2022	3/2/2022		KSB	\$0.00
3/2/2022					N						\$922.00
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
<hr/>											
1	Direct Expense	Dues					1.0000		\$461.0000		\$461.0000
									Y		\$0.00
03-000-5110											
2	Direct Expense	Dues Sewer					1.0000		\$461.0000		\$461.0000
									Y		\$0.00
04-000-5290											
<hr/>											
17	MAXWELLK / Kenneth Maxwell										MARCH22CELLP
MARCH22CELL		3/2/2022	N	Y	Not Yet Assigned	3/2/2022	3/2/2022	3/2/2022		KSB	\$0.00
3/2/2022					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
<hr/>											
1	Direct Expense	Cellphone Reimburs					1.0000		\$20.0000		\$20.0000

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Tr. #	Vendor	Inv Date	Paid Out	Immediate	Credit Card Vendor	Check #	Check Date	Due Date	Discount Date	Bank Code	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
01-100-5050									Y		\$0.00
18	BUDDENBOHM / Foley & Buddenbohm Law Office										FEB2022
FEB2022		3/2/2022	N	Y	Not Yet Assigned	3/2/2022	3/2/2022	3/2/2022		KSB	\$0.00
3/2/2022					N						\$1,000.00
Line	Type	Desc/Inv Stock/Alloc			Quantity Bought		Cost Per Unit		Line Extension		
	Inv/Alloc Desc				Serial Number		Discount		Discount Amt		
	GL Expense Account	GL Prepaid Account							Exp Date		
	1099 Type										
1	Direct Expense	Feb 2022			1.0000		\$1,000.0000		\$1,000.0000		
		Y \$0.00									
01-100-5600											
Non 1099 Payments											
19	MARC / Mid-American Research Chemical										0754618-IN
CITRUS CONC		3/2/2022	N	Y	Not Yet Assigned	3/2/2022	3/2/2022	3/2/2022		KSB	\$0.00
3/2/2022					N						\$335.93
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	Citrus COncetrated			1.0000		\$335.9300		\$335.9300		
		Y \$0.00									
01-300-5240											
20	MARC / Mid-American Research Chemical										0754619-IN
ALGAE/HERB POND		3/2/2022	N	Y		3/2/2022	3/2/2022	3/2/2022		KSB	\$0.00
3/2/2022					N						\$515.22
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	Algae/Herbicide			1.0000		\$515.2200		\$515.2200		
		Y \$0.00									
01-400-5320											
21	MOT / Midwest Office Technology										INST301896
FEB COPIER		3/2/2022	N	Y	Not Yet Assigned	3/2/2022	3/2/2022	3/2/2022		KSB	\$0.00
3/2/2022					N						\$68.36
Line	Type	Desc/Inv Stock/Alloc			Quantity Bought		Cost Per Unit		Line Extension		
	Inv/Alloc Desc				Serial Number		Discount		Discount Amt		
	GL Expense Account	GL Prepaid Account							Exp Date		
1	Direct Expense	Copier Lease			1.0000		\$68.3600		\$68.3600		

AP Enter Bills Edit Report

City of Valley Falls (VFCITY)

Batch: AAABHX

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Tr. #	Vendor	Inv Date	Paid Out	Immediate	Credit Card Vendor	Check #	Check Date	Due Date	Discount Date	Bank Code	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

01-100-5060									Y		\$0.00
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22	PENPUB / Pen Publishing Interactive										212341
WEBSITE		3/2/2022	N	Y	Not Yet Assigned	3/2/2022	3/2/2022	3/2/2022	KSB		\$0.00
3/2/2022					N						\$40.00

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	website	1.0000	\$40.0000	\$40.0000
				Y	\$0.00

01-100-5110

23	PETRO / Petro Valley Falls										020122021522
FUELFEB22		3/2/2022	N	Y		3/2/2022	3/2/2022	3/2/2022	KSB		\$0.00
3/2/2022					N						\$370.34

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	\$148.2400	\$148.2400
				Y	\$0.00

01-200-5160

2	Direct Expense	Public Works	1.0000	\$222.1000	\$222.1000
				Y	\$0.00

01-300-5160

24	COMPUTERDOC / Computer Doctors LLC										8310
WIFIROUTER...		3/2/2022	N	Y	Not Yet Assigned	3/2/2022	3/2/2022	3/2/2022	KSB		\$0.00
3/2/2022					N						\$600.00

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	Router, Firewall...	1.0000	\$600.0000	\$600.0000
				Y	\$0.00

01-100-5130

25	MIDSTATE / Mid-States Materials LLC										113725
ROCK		3/2/2022	N	Y	Not Yet Assigned	3/2/2022	3/2/2022	3/2/2022	KSB		\$0.00
3/2/2022					N						\$478.64

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

AP Enter Bills Edit Report

City of Valley Falls (VFCITY)

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

1	Direct Expense	1 1/4" Rock					30.9800		\$15.4500		\$478.6400
									Y		\$0.00
01-300-5230											

26	DAVIS PUB / Davis Publication	3/2/2022	N	Y	Not Yet Assigned	3/2/2022	3/2/2022	3/2/2022	KSB		3341-3345
	ORD 2022-02				N						\$0.00
	3/2/2022										\$830.00

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

1	Direct Expense	Ord 2022-02				1.0000		\$154.0000		\$154.0000	
								Y		\$0.00	
01-100-5140											

2	Direct Expense	Resol 2022-02				1.0000		\$136.0000		\$136.0000	
								Y		\$0.00	
01-100-5140											

3	Direct Expense	Resol 2022-04				1.0000		\$136.0000		\$136.0000	
								Y		\$0.00	
01-100-5140											

4	Direct Expense	Resol 2022-03				1.0000		\$148.0000		\$148.0000	
								Y		\$0.00	
01-100-5140											

5	Direct Expense	Ordin 1-305				1.0000		\$256.0000		\$256.0000	
								Y		\$0.00	
01-100-5140											

Grand Totals

Total Direct Expense:	\$25,928.18
Total Non-Electronic Transactions:	\$25,928.18
Total Immediate Payments:	\$25,928.18

Report Summary

Report Selection Criteria	
Report Type:	Detailed
Start	End
Transaction Number:	Start End



City of
VALLEY FALLS

Incorporated May 17, 1869

PUBLIC COMMENT POLICY

This is a business meeting of the governing body for the City of Valley Falls. We strive to run a smooth and efficient meeting.

Public Comment is limited to 3 minutes per person. Speakers shall state their name and address. This is intended for citizens to express their views. City Council Members will not engage in dialogue with the speaker. Belligerent, rude, and offensive speakers will be stopped immediately. Citizen should reach out to City Council Members to have personal discussion of their concerns outside of City Council Meetings.

Any comment for agenda items shall be taken only during the specific agenda item. All questions posed during public forum should be answered within the specific agenda item by any City Council Member or followed up as needed by staff in a timely manner during regular business hours following the meeting.

Citizens desiring to comment on matters of a general nature, not specific to an agenda item, shall sign up in advance of the meeting & shall provide name and address, and the purpose or nature of the request. This request should be received by the City Administrator before Friday at noon preceding the meeting. No action or formal comment will be taken on such request at the council meeting. Staff will follow up in a timely manner during regular business hours following the meeting.

ORDINANCE # 2022-03

AN ORDINANCE REGULATING THE KEEPING OF ANIMALS IN THE CITY OF VALLEY FALLS, KANSAS; PROVIDING FOR THE INOCULATION AGAINST RABIES; PROVIDING FOR PENALTIES FOR VIOLATIONS THEREOF; AND ANY OTHER ORDINANCE IN CONFLICT THEREWITH AND REPEALING ORDINANCE 2-109.1 AND AMENDING CHAPTER II OF THE CITY CODE: BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF VALLEY FALLS, KANSAS THAT:

SECTION (1) DEFINITIONS

- a. **Animal** shall mean all vertebrate and invertebrate animals such as but not limited to bovine cattle, horses and other equines, hogs, goats, dogs, cats, rabbits, sheep, chickens, ducks, geese, turkeys, pigeons, and other fowl or wild animals, reptiles, fish, bees or birds that have been tamed, domesticated or captivated.
- b. **At large** shall mean to be outside of a fence or other enclosure which restrains the animals to a particular premise or not under the control, by leash or lead, of the owner or other authorized person capable of restraining the animal. Animals tethered to a stationary object within range of public thoroughfares are deemed to be "At-large."
- c. **Cat** shall mean any member of the species felis catus, regardless of sex
- d. **Dog** shall mean all members of the species canis familiaris, regardless of sex.
- e. **Feral Animal** shall mean an undomesticated or stray animal. Animal that are not owned or controlled by anyone.
- f. **Harborer or Keeper** shall mean any person who allows or permits any animal to remain or to be fed or lodged within or upon the premises of such person.
- g. **Own** shall mean and include own, keep, harbor, shelter, manage, possess, or have part interest in any animal.
- h. **Owner** shall mean the one who owns, his or her employee, agent, or other competent person into whose charge the owner has placed the animal.
- i. **Police Officer** shall mean any officer designated by the governing body of the City of Valley Falls, to perform or enforce the provisions of this ordinance.
- j. **Severe Injury** shall mean any of the following:
 1. Any physical harm that carries a risk of death;
 2. Any physical harm that involves a permanent incapacity, whether partial or total, or a temporary, incapacity;
 3. Any physical harm that involves a permanent disfigurement or a temporary, serious disfigurement;
 4. Any physical harm that involves acute pain of a duration that results in suffering or any degree of intractable pain.
- k. **Vicious Animal** shall mean any animal which,
 1. Kills a human being; or
 2. Inflicts severe injury to a human being through a sustained and vicious attack; or
 3. Has been trained to fight and possess physical attributes such as size, build, or bite strength to inflict Serious Injury to a human being; for this purpose, the following shall be presumed to have been trained to fight: (i) any Animal involved in a staged fight, (ii) any Animal exhibiting wounds or bodily disfigurements commonly associated with Animal fighting, (iii) any Animal found or kept on premises at which equipment is located that is commonly associated with training Animals to fight, and (iv) any Animal found or kept with other Animals that (a) have been trained to fight or (b) are presumed to have been trained to fight; or
 4. Because of its disposition and physical attributes, such as size, build, or bite strength, poses a substantial threat to the life and safety of public safety and emergency response personnel (such as law enforcement officers, fire fighters and paramedics) who are seeking or may seek lawful access to any property in order to perform their duties; or

5. Has the propensity, tendency or disposition to attack a human being without provocation and possesses physical attributes such as size, build, or bite strength to inflict Severe Injury to a human being;
 6. Any warm-blooded, carnivorous or omnivorous, wild or exotic animal (including but not limited to nonhuman primates, raccoons, skunks, foxes and wild and exotic cats; but excluding fowl, ferrets and small rodents of varieties used for laboratory purposes);
 7. Any animal having poisonous bites;
1. **Exceptions.** Provided, however, that no Animal shall be deemed or declared a vicious Animal:
1. Solely because it inflicted Severe Injury on a human being if the human being was, at the time the Severe Injury was sustained, (i) assaulting the Owner or Possessor of the Animal, provided the Owner or Possessor of the Animal was not the aggressor, (ii) committing a willful trespass upon the premises of the Owner or Possessor of the Animal, or (iii) provoking, tormenting abusing, or assaulting the Animal, or can be shown to have repeatedly provoked, tormented, abused, or assaulted the Animal at other times;
 2. Solely because it inflicted Severe Injury on a human being if the Animal was, at the time the Substantial Injury was sustained, (i) responding to pain or injury, (ii) protecting itself, its kennel, its offspring, or its Owner or Possessor's property, or (iii) protecting or defending another human being within the immediate vicinity of the Animal from an unjustified attack or assault; or
 3. Is Owned or Possessed by a federal, state, or local law enforcement agency.(g) Severe Injury means serious bodily injury, such as muscle tears, broken bones, serious disfigurement requiring corrective or cosmetic surgery, or serious impairment of any bodily function.
- m. **Dangerous Animal** shall mean any animal which,
1. Any animal with a known propensity tendency or disposition to attack, to cause injury, or otherwise threaten the safety of human beings or domestic animals; or
 2. Any animal which in a vicious or threatening manner, approaches any person in apparent attack upon the person while on the streets, sidewalks, or any public grounds or places; or on private property; or
 3. Any animal which attacks or bites, OR has attacked or bitten a human being or domestic animal; or
 4. Any animal which has killed or injured another domestic animal
 5. Any animal owned or harbored primarily or in part for the purpose of animal fighting, or any animal trained for fighting. (1) Caused injury, other than killing or serious physical harm, to any person;
 6. Been the subject of a second or subsequent violation of the following:
 - i. Without provocation, molests, chases or interferes with persons or vehicles in the public right-of-way by jumping upon, chasing, barking or biting at persons or vehicles;
 - ii. Damages public or private property other than that of its owner or harborer by its activities;
 - iii. Scatters refuse that is bagged or otherwise contained;
 - iv. Threatens or endangers the health or well-being of persons or other animals, or injures other animals;

SECTION (2) EMERGENCY MEASURES

In the event of rabies or other domestic animal epidemic, this ordinance may be temporarily suspended by order of the Mayor and such emergency measures as are necessary may be substituted by proclamation of the Mayor.

SECTION (3) CAPTURE/DESTRUCTION

When deemed necessary by Law Enforcement Officers or the Animal Control Officer for the health, safety and welfare of the residents, law enforcement, or Animal Control Officers of the City, such officers and/or their agents may:

- a. Place a humane trap on public or a requesting resident's property for the purpose of capturing any animal defined in this Chapter as creating a nuisance in the City

- b. Use any tranquilizer guns, humane traps, or other suitable devices to subdue and capture any animal that is deemed by the Animal Control Officer, in his or her discretion, to be of a danger to itself or to the public health and safety
- c. The police, or humane officer of the city may slay, without notice, any animals that are dangerous, vicious, cause destruction to property while at large and unable to be taken up by means of cage trapping and or become a public Nuisance, or suspected of being infected with rabies, or injured with no apparent chance of survival, or in such pain as to warrant humane destruction.

SECTION (4) RIGHT OF ENTRY

The Animal Control Officer or any Law Enforcement Officer shall have the right of entry upon any private unenclosed lots or lands for the purpose of collecting any animal whose presence thereupon is a violation of this Chapter. The Animal Control Officer or any Law Enforcement Officer shall have the right of entry upon any private unenclosed lots or lands to investigate cruelty to animals.

SECTION (5) LICENSE

It shall be unlawful for any person to own, keep, or harbor any animal over six (6) months of age within the city limits, without registering such animal and paying a yearly license tax thereon. It shall be unlawful for any person to own, keep, or harbor any animal that has been declared vicious. An annual license tax of \$3.00 will be assessed for each animal. Designated officer(s) may conduct an Animal Census whenever deemed necessary in any and all areas of the city as needed to insure that all animals over six (6) months old harbored in the City are vaccinated and licensed. Failure to comply with the requirements of this ordinance, owners who fail to have animals licensed and vaccinated, violate this ordinance. Their animals will be impounded at a local veterinarian facility at the owner's expense. All vaccination and city license requirements must be met before being allowed back into the City. The above provisions (in section #5) shall not be intended to apply to "seeing eye" dogs or medically certified therapy dogs with proper paperwork. The animal control officer, the code enforcement officer, or any law enforcement officer shall have the right to inspect any premises licensed under this section at any reasonable time and nothing shall prevent the entry onto private property for the purpose of inspection

SECTION (6) KENNEL LICENSE

- a. No person or household shall own or harbor more than five animals of age six months or older, or engage in the commercial business of breeding, buying, selling, trading, training, or boarding of animals without obtaining a kennel license from the city clerk.
- b. Kennel licenses must be renewed annually. No kennel license shall be issued until an inspection certificate has been issued by the animal control officer certifying approval of the kennel and compliance with applicable laws of the City and State of Kansas. A certificate by the zoning code enforcement officer shall be issued certifying that the applicant for the kennel license is not violating zoning laws of the city. If the city clerk has not received any protest against the kennel, the city clerk may issue a renewal of an existing kennel license at the same location without any report from the animal control officer and zoning code enforcement officer. If the animal control officer or the zoning code enforcement officer find that the holder of any kennel license is violating any zoning law or any other law of the State of Kansas, or of the city, or is maintaining the facility in a manner detrimental to the health, safety, or peace of mind of any person residing in the immediate vicinity, he or she shall report such fact to the city clerk, and the license shall not be renewed after a public hearing before the governing body.
- c. The animal control officer, the zoning enforcement officer, or any law enforcement officer shall have the right to inspect any premises licensed under this section at any reasonable time and nothing shall prevent the entry onto private property for the purpose of inspection. The application for a kennel shall constitute consent to such entry and inspection.
- d. It shall be unlawful for any person to feed, harbor, or possess any feral animal.
- e. The governing body may suspend or revoke a kennel license if pursuant to a public hearing, it finds any of the following:
 - a. The kennel is maintained in violation of any applicable law of the State of Kansas or of the City.

- b. The kennel is maintained so as to be a public nuisance.
- c. The kennel is maintained so as to be detrimental to the health, safety or peace of mind of persons residing in the immediate vicinity.
- f. The annual kennel license fee shall be \$125.00. Payment of such license fee is in addition to, and not in lieu of, the dog license fees otherwise required under this chapter.

Any person in violation shall will be assessed a fine of \$250 for each conviction of a dangerous animal as defined in Section.

The fine shall be mandatory and the Court shall have no authority to suspend the fine or any portion thereof.

SECTION (7) VACCINATIONS

Any person making application for a license for an animal shall be required to present to the City Clerk, at the time of making such application a certificate issued by a licensed Doctor of Veterinary Medicine (DVM) showing that such animal has been vaccinated with anti-rabies vaccine. The showing that the vaccination must be current and effective at the time in which the application is made.

SECTION (8) DATE PAYABLE AND REGISTRATION TAGS

The license tax shall become due January 1st and each January 1st thereafter and payable on or before May 10th of each year. A penalty of \$5.00 will be assessed for the failure to register on or before May 10th. The owner or harbinger of any animal over the age of six (6) months in the city shall register such animal with the City Clerk or city official. Registration Tags will be issued by the City Clerk. The owner must keep the tag attached to the collar of the animal to be used on the animal so registered.

SECTION (9) REGULATIONS FOR KEEPING OF ANIMALS

It shall be unlawful for the owner, lessee, occupant or person in charge of any premises in the city to possess and maintain any fowl, horses, mules, cattle, sheep, goats, swine, or undomesticated animals, unless obtaining a permit from the city to possess and maintain such animals. This provision shall not apply to:

- a. The maintaining of a stockyard or sales barn for the loading, unloading, temporary detention and sale of such livestock., if location of stockyard of sales barn does not other violate the zoning ordinances of the city;
- b. The maintaining of non-poisonous and non-vicious animals and fowl which are commonly kept as household pets such as: cats, dogs, hamsters, rabbits, parakeets, and comparable animals.
- c. Transporting of animals through the city by ordinary and customary means.

Permit applications shall be obtained from the city office and are subject to the following:

- a. Requesting persons shall be assessed a \$125.00 application fee per property.
- b. After permit applications are returned to the city offices, the permit application shall be mailed to all adjoining neighbors of the property in question for consideration and approval.
- c. Unanimous approval of the permit application from all concerned and adjoining neighbors is required.
- d. Upon unanimous approval of all adjoining and concerned neighbors, the permit application must be approved by the governing body.
- e. Permits are to be obtained annually, and will expired on year from the date of issue.

Permits obtained shall contain the following information:

- a. Location and size of property on which animals and fowl are to be possessed and maintained
- b. Type and number of animals and fowl to be possessed and maintained.
- c. Location, size, and type of enclosure or pen. A minimum of 3 acres per horse is required.
- d. Purpose of possessing and maintaining the animals and fowl.
- e. A diagram with measurements of enclosure from all buildings, utilities, etc.

All animals and fowl being possessed and maintained by permit are subject to all ordinances pertaining to the care and custody of animals and the permits are subject to review and/or revocation upon any complaints concerning the animals and fowl.

SECTION (10) REGULATIONS FOR A VICIOUS ANIMAL

Upon conviction of keeping a vicious animal, the animal shall be kept subject to the following standards:

- a. Vicious Animals are declared to be a public nuisance and are hereby prohibited in the City of Valley Falls, Kansas.
- b. It shall be unlawful to Own or Possess a Vicious Animal in the City of Valley Falls, Kansas. An Owner or Possessor of an animal that falls within the definition of "Vicious Animal" shall be strictly liable under this Section and a conviction shall not require proof of any criminal intent, or the Owner or Possessor's knowledge of any particular propensity, tendency or disposition of the Animal. Each Vicious Animal Owned or Possessed in violation of this Section shall constitute a separate offense.
- c. Ownership or Possession of Animal following Conviction. It shall be unlawful for any person convicted of Owning or Possessing a Vicious Animal to Own or Possess any Animal, whether or not found to be a Vicious Animal, for a period of 3 years following the date of such conviction.
- d. Upon conviction, the Court shall order that the animal be humanely euthanized, and direct the Chief of Police, or his or her designee, to insure that the order is enforced. The Court may enter such an order as part of a criminal proceeding or in a separate civil proceeding brought for such purpose and, in either event, shall impose against the Owner or Possessor of the Vicious Animal the expenses of impounding, keeping, and euthanizing the Vicious Animal. Regardless of whether part of a criminal proceeding or civil proceeding, the standard of proof to determine whether the Animal is a Vicious Animal shall be by a preponderance of the evidence. The Owner or Possessor shall be notified (at the Owner or Possessor's last known address) at least 5 days in advance of the date and time of any evidentiary hearing pursuant to this Section and may present contrary evidence at such hearing. The failure of the Owner or Possessor to attend or participate in the hearing, however, shall not prevent the Court from making an appropriate determination concerning the Animal.

SECTION (11) REGULATION FOR A DANGEROUS ANIMAL

Upon conviction of keeping a dangerous animal, the animal shall be kept subject to the following standards:

- a. **Sterilization and Microchipping.** The Owner shall pay for a Doctor of Veterinary Medicine to spay or neuter the dangerous animal before it will be released to the owner. The animal shall have a microchip inserted by the Oswego Regional Veterinary Service. The microchip shall detail the dangerous animal registration and such other information as may be appropriate to determine the ownership of the animal. The owner shall pay all costs associated with the microchip procedure and sterilization of the Animal. The owner shall file proof of sterilization and microchipping within 15 days of the conviction.
- b. **Registration.** The owner or keeper shall annually register the dangerous Animal with the City, on such forms designated by the City Clerk. The owner or keeper shall pay a \$50.00 annual registration fee. The owner or keeper shall be responsible for maintaining with the City Clerk the address of the owner or keeper and the dangerous animal. The owner or keeper shall notify the City Clerk within seven (7) days of a change in address for the owner or keeper and dangerous animal.
- c. **Leash and muzzle.** No person shall permit a dangerous animal to go outside its kennel or pen unless such Animal is securely leashed with a leash no longer than four feet in length. No person shall permit a dangerous Animal to be kept on a chain, rope or other type of leash outside its kennel or pen unless a person is in physical control of the leash. Such animals may not be leashed to inanimate objects such as trees, posts, buildings, etc. In addition, all dangerous animals on a leash outside the animal's kennel must be muzzled by a muzzling device sufficient to prevent such animal from biting persons or other animals. The muzzle shall be made and used in a manner that will not cause injury to the animal or interfere with its vision or respiration, but shall prevent it from biting any human or animal.
- d. **Confinement.** All dangerous animals shall be securely confined indoors or in a securely enclosed and locked pen or kennel, except when leashed and muzzled. Such pen, kennel or structure must have secure sides and a secure top attached to the sides. All structures used to confine dangerous Animals must be

locked with a key or combination lock when such animals are within the structure. Such structure must have a secure bottom or floor attached to the sides of the pen, or the sides of the pen must be embedded in the ground no less than two feet. All structures erected to house dangerous Animals must comply with all zoning and building regulations of the city. All such structures must be adequately lighted and ventilated and kept in a clean and sanitary condition.

- e. **Confinement indoors.** No dangerous Animal may be kept on a porch, patio or in any part of a house or structure that would allow the Animal to exit such building on its own volition. In addition, no such animal may be kept in a house or structure when the windows are open or when screen windows or screen doors are the only obstacle preventing the Animal from exiting the structure.
- f. Dangerous animals shall also have “Dangerous Animal” signs posted on the front and rear of the property.
- g. No dangerous animal may be maintained within 400 feet of a school, park or public playground.
- h. No person under the age of 18 shall own or possess any dangerous animal within the city limits.

SECTION (12) FINES FOR A VICIOUS ANIMAL

Vicious Animal Provisions shall be guilty of a misdemeanor, punishable as follows:

- a. First offense, a fine, which shall be set at \$500. The fine shall be mandatory and the Court shall have no authority to suspend the fine or any portion thereof. In addition, the Court shall have the authority to sentence the defendant to confinement in the county jail for a maximum of 90 days.
- b. Second offense committed within 5 years of a prior offense, a fine, which shall be set at \$1,000. The fine shall be mandatory and the Court shall have no authority to suspend the fine or any portion thereof. In addition, the Court shall have the authority to sentence the defendant to confinement in the county jail for a maximum of 6 months.
- c. Third offense committed within 5 years of 2 prior offenses, a fine, which shall be set at \$1,000. The fine shall be mandatory and the Court shall have no authority to suspend the fine or any portion thereof. In addition, the Court shall sentence the defendant to confinement in the county jail for a minimum of 30 days and a maximum of 6 months. The defendant shall be required to serve the minimum 30-day jail sentence and the Court shall have no authority to suspend the first 30 days of such sentence. Upon conviction of the third offense, it shall be permanently unlawful for such defendant to own, keep, or harborer any animals in the City of Valley Falls.

SECTION (13) FINES FOR A DANGEROUS ANIMAL

A fine of \$250 shall be assessed for each conviction of a dangerous animal as defined in Section. The fine shall be mandatory and the Court shall have no authority to suspend the fine or any portion thereof.

SECTION (14) FINES FOR AN ANIMAL AT LARGE

It shall be unlawful for any owner, keeper, or harborer of any animal to allow that animal to run at large within the city limits. At large means any animal off the premises occupied by the owners household as their abode and when not accompanied by its owner on a leash. Any animal found running at large within the city can be taken up by the designated officer and held at a veterinary shelter until the animal is claimed by owner. All license fees need to be paid, rabies vaccination completed, and any cost incurred to Doctor of Veterinary Medicine (DVM) paid before animal will be released. DVM will hold Animals impounded by officers for a certain amount of days as determined by DVM. If animal is not claimed, the DVM will become property owner and dispose of animal in a humane manner or adoption.

Any animal found running at large within the City of Valley Falls, whether captured or not, shall be punishable as follows:

- a. First offense, a fine, which shall be set at \$50.00. The fine shall be mandatory and the Court shall have no authority to suspend the fine or any portion thereof.
- b. Second offense, a fine, which shall be set at \$75.00. The fine shall be mandatory and the Court shall have no authority to suspend the fine or any portion thereof.

- c. Third offense and any offense thereafter, a fine, which shall be set at \$100.00. In addition, the animal shall be impounded and all fees and cost must be paid prior to the release of such animal. The fine shall be mandatory and the Court shall have no authority to suspend the fine or any portion thereof.

Any animal that has been deemed dangerous or vicious and found running at large within the City of Valley Falls, whether captured or not, shall be punishable as follows:

- a. First offense, a fine, which shall be set at \$250.00. The fine shall be mandatory and the Court shall have no authority to suspend the fine or any portion thereof.
- b. Second offense, a fine, which shall be set at \$500.00. In addition the animal shall be deemed vicious and follow standards set out in Section 8 of this ordinance. The fine shall be mandatory and the Court shall have no authority to suspend the fine or any portion thereof

SECTION (15) NUISANCE ANIMALS

Any person who maintains any animal in any building, enclosure, runway, pen on his or her premises which is not kept clean, sanitary, and free from filth, garbage, and offensive odors at all times, or which is or becomes offensive to those residing in the vicinity, upon written complaint to the City and an investigation completed, the city may deem said person(s) to maintain a nuisance. The keeping of any animal which by loud, frequent, and habitual barking, howling, yelping, meowing, or screeching shall disturb the peace of any neighborhood or area, upon written complaint to the city and an investigation completed, the City may deem said person(s) to maintain a nuisance animal. It shall be the duty of any person(s) found to be in violation of this section to abate said nuisance. If he or she fails to do so after receiving notification from the City, the City may abate the nuisance by taking up, impounding or disposing of said animal(s) at the expense of the owner.

SECTION (16) REMOVAL OF ANIMAL FECES REQUIRED

The owner of any animal, when such animal is off the owner's property, shall be responsible for the removal of any feces deposited by such animal on public walks, streets, recreation areas, or private property. It shall be a violation of this section for such owner to fail to remove or provide for the removal of such feces before taking such animal from the immediate area where such defecation occurred.

SECTION (17) QUARANTINE

It shall be unlawful for any owner, or harbinger of any animal, when notified that such animal has bitten or so injured any person or another animal as to cause an abrasion or breaking of the skin, to allow such animal to be taken beyond the city limits, except to place under the care of a licensed Doctor of Veterinary Medicine (DVM), for a period of not less than 10 days. It shall be the duty of the owner or keeper to immediately place such animal in a quarantine area where no contact with persons or other animals besides the harbinger, as long as current proof of rabies vaccination is provided to the police department. If a quarantine area is not available or current proof of rabies vaccination cannot be provided, the animal shall be placed with a licensed DVM hospital where such animal shall be confined for a period of not less than 10 days, at the owner's expense. The owner shall notify the City of the name and location of the hospital and date of confinement.

SECTION (18) CRUELTY TO ANIMALS

- a. It shall be unlawful for any person:
 1. to willfully or maliciously kill, maim, disfigure or torture, strike, hit or beat with a stick, board, chain, club or other object; mutilate, burn, or scald with any substance; or drive over any domesticated animal, or cruelly set an animal upon another animal, except that reasonable force may be employed to drive off vicious or trespassing animals; or
 2. by any means to make accessible to any animal, with the intent to cause harm or death, any substance which has in any manner been treated or prepared with harmful or poisonous substances. It is not the intent of this subsection to prohibit the use of poisonous substances for the control of vermin of significance to the public health; or
 3. to fail, refuse or neglect to provide any animal in his or her charge or custody as owner or otherwise with proper food, drink, shade, care, or shelter. Any animal kept outside shall be

provided with a structurally sound weatherproof enclosure, large enough to accommodate the animal; or

4. to drive or work any animal cruelly; or
 5. to abandon any animal within the City limits. For the purposes of this Section, “abandon” means for the owner or keeper to leave an animal without demonstrated or apparent intent to recover or resume custody; to leave an animal for more than 12 hours without providing adequate food and shelter for the duration of the absence; or to turn out or release an animal for the purpose of causing it to be impounded; or
 6. to leave any animal confined in a vehicle for more than five (5) minutes in extreme weather conditions, defined as less than thirty degrees Fahrenheit or more than 80 degrees Fahrenheit; or
 7. to transport an animal in the trunk of a vehicle; or
 8. to transport any animal in the open bed of a truck unless said animal is restrained in a cage or on a leash that will prevent the animal from jumping or falling off the vehicle; or
 9. to cause, instigate, stage, or train any animal to fight or permit any fight between any animal and another animal or human; or
 10. except a licensed veterinarian, to crop animal ears or dock animal tails; or
 11. to give away any live animal, fish, reptile, or bird as a prize for, or as an inducement to enter a place of amusement; or offer such vertebrate as an incentive to enter into any business agreement whereby the offer was for the purpose of attracting trade.
 12. Continuously picket an animal for more than one continuous hour, except that picketing of the same Animal may resume after a hiatus of three continuous hours, for up to three hours total time on picket per day; provided that for the purpose of picketing an animal, a chain, leash, rope or tether shall be at least 10 feet in length; or
 13. Use a chain, leash, rope, collaring device, tether, or any assembly or attachments thereto to picket a Animal that shall weigh more than 1/8 of the animal’s body weight, or due to weight, inhibit the free movement of the animal within the area picketed; or
 14. Picket an animal in such a manner as to cause injury, strangulation, or entanglement of the Animal on fences, trees, or other man made or natural obstacles.
- b. Any person who, as the operator of a motor vehicle, strikes a domestic animal shall stop at once and render such assistance as may be possible and shall immediately report such injury or death to the animal’s owner; in the event the owner cannot be ascertained and located, such operator shall at once report the accident to the appropriate law enforcement agency or to the local humane society.
- c. Exceptions: Nothing in subsection A of this Section shall:
1. Be deemed to prohibit any action by a licensed veterinarian done in accordance with accepted standards of veterinary medicine, or any action taken by a law enforcement officer pursuant to the interests of public health and safety.
 2. Be interpreted as prohibiting any act done in self-defense or done to defend another person.

SECTION (19) PROCEDURES FOR CRUELTY TO ANIMALS; FINES.

- a. Any public health officer, law enforcement officer, licensed veterinarian or officer may take into custody any animal, upon either private or public property, which clearly shows evidence of cruelty to animals, as defined by Section 16; provided that entry upon private property shall only be accomplished with the assistance of a law enforcement officer. Such officer, agent or veterinarian may inspect, care for, or treat such animal or place such animal in the care of a licensed veterinarian for treatment, boarding or other care or, if an officer of the Humane Society or such veterinarian determines that the animal appears to be diseased or disabled beyond recovery for any useful purpose, for humane destruction.
- b. The owner or keeper of an animal destroyed shall not be entitled to recover damages for the destruction of such animal unless the owner proves that such destruction was unreasonable and unwarranted.
- c. Expenses incurred for the care, treatment or boarding of any animal taken into custody pending prosecution of the owner or keeper of such animal for the crime of cruelty to animals shall be assessed to the owner or keeper as a cost of the case if the owner or keeper is adjudicated guilty of such crime.

- d. If a person is adjudicated guilty of the crime of cruelty to animals and the court determines that such animal owned or possessed by such person would be in the future subject to any cruelty to animals, such animal shall not be returned to or remain with such person. Such animal may be turned over to a duly incorporated humane society or licensed veterinarian for sale, adoption or other disposition.
- e. Unless the animal obtained pursuant to this Section is the evidentiary subject of a pending prosecution, the owner or keeper of the animal shall have a maximum of twenty (20) days after the animal is taken into custody to obtain the animal from the veterinarian having custody of the animal. The veterinarian shall notify the owner or keeper of the animal, if known or reasonably ascertainable. The failure of the owner or keeper to obtain custody of the animal in the time provided shall provide the authority for the Municipal Judge to declare that the animal be disposed of by the veterinarian by adoption or destruction.
- f. Violation of Section 16 shall be a municipal offense and upon conviction, the defendant shall be fined a minimum fine of \$500.00 and a maximum fine of \$1,000.00 per offense. The Municipal Judge shall not have authority to suspend the minimum fine. In addition to, the Municipal Judge shall have authority to sentence the convicted defendant to a maximum six (6) month sentence in jail.

SECTION (20) FINANCIAL RESPONSIBILITY

In the event any owner, keeper or harbinger or other person found in violation of any section of this ordinance, any financial liability incurred for the care and treatment of such animal shall be the personal financial responsibility of such person.

SECTION (21) COLLECTIONS

All fees for registration and license, and fines collected hereunder, shall be paid into the general fund of the City of Valley Falls.

SECTION (22) EFFECTIVE DATE OF ORDINANCE

This ordinance shall take effect and be in full force from and after its passage and publication in the official city newspaper.

PASSED AND APPROVED by the Governing Body and signed by the Mayor of the City of Valley Falls, Kansas on MARCH 2, 2022.

Jeanette Shipley, Mayor

ATTEST: Christine Weishaar, City Clerk

STATE OF KANSAS
GRANT AGREEMENT NO. 22-PF-032
between the

STATE OF KANSAS
DEPARTMENT OF COMMERCE

and the

City of Valley Falls

I. Grant Agreement

- A. This Grant Agreement, hereinafter called "Agreement," is between the State of Kansas, Department of Commerce, and its representative, hereinafter called "Department" and the **City of Valley Falls**, Kansas, hereinafter called the "Grantee." This Agreement consists of the body and the following: CONDITION LETTER (attached hereto as Attachment A), SPECIAL CONDITIONS (attached hereto as Attachment B), and the Grantee's APPROVED PROJECT APPLICATION dated **JANURARY 18, 2022**, (attached and incorporated by reference as Attachment C, a copy of which shall be maintained and available in the Department's files) and the GRANTEE HANDBOOK (which is attached and incorporated by reference as Attachment D).

II. Authority

- A. This Agreement is financed in part through a grant provided to the Department by the United States Department of Housing and Urban Development (HUD) under Title I of the Federal Housing and Community Development Act of 1974, as amended (42 USC 5301 et. seq.), hereinafter called "the Federal Act." As provided in the Federal Act, the State of Kansas, through the Department, has elected to administer the federal program of Small Cities Community Development Block Grants.
- B. The Department, in accordance with the provisions of K.S.A. 74-5001 et. seq., hereinafter called "the State Act," has approved the application of the Grantee and awarded funds for the purpose of supporting the Grantee's Community Development Program.
- C. In the event of changes in any applicable Federal regulations and/or law, this Agreement shall be deemed to be amended when required to comply with any law so amended.
- D. Federal Program – Community Development Block Grant Cluster (CDBG) (CFDA No. 14.228).

III. Description of Activities

Grantee agrees to perform, or cause to be performed, the work specified in the APPROVED PROJECT APPLICATION.

IV. Period of Performance

The period of performance for all activities assisted by this Agreement shall commence on **MARCH 15, 2022**, hereinafter called the "Commencement Date," and shall be complete on **MARCH 14, 2024**, hereinafter called the "Completion Date," except those activities required for close-out and final audit.

V. Compensation

- A. In consideration of the Grantee's satisfactory performance of the work required under this Agreement and the Grantee's compliance with the terms of this Agreement, the Department shall provide the Grantee the total sum of **\$600,000** in Community Development Block Grant funds. Such funds shall be used by the Grantee in accordance with the Activities listed and budgeted on the APPROVED PROJECT APPLICATION and the CONTRACT PROJECT BUDGET FORM.
- B. In addition, the Grantee shall provide **\$1,008,888** in other sources of funds to this Community Development Program and such funds shall be used by the Grantee in accordance with the Activities and budget on the APPROVED PROJECT APPLICATION.
- C. It is expressly understood and agreed that in no event will the total program funds provided by the Department exceed the sum of **\$600,000**. Any additional funds required to complete the program activities set forth in this Agreement will be the sole responsibility of the Grantee, and not the responsibility of the Department.

- D. The Grantee understands that this Agreement is funded in whole or in part by federal funds. In the unlikely event the federal funds supporting this Agreement become unavailable or are reduced, the Department may terminate or amend this Agreement and will not be obligated to pay the Grantee from State revenues.
- E. It is hereby agreed that funds committed to be provided by the Department are conditioned upon the availability and use of funds to be provided by the Grantee from other sources. In the event any portion of the funds required to be provided by the Grantee pursuant to subsection (B) of paragraph V. are not made available or used for activities as listed and budgeted, the Department may, in its discretion, withdraw or reduce proportionately the funds to be provided to the Grantee pursuant to subsection (A) of paragraph V.
- F. The Grantee shall not anticipate future funding from the Department beyond the duration of this Agreement and in no event shall this Agreement be construed as a commitment by the Department to expend funds beyond the termination of this Agreement.

VI. Indemnification

The Grantee shall indemnify, defend, and hold harmless the State and its officers and employees from any liabilities, claims, suits, judgments, and damages arising as a result of the performance of the obligations under this Agreement by the Grantee or any subgrantee, contractor, subcontractor, or person. The liability of the Grantee under this Agreement shall continue after the termination of the Agreement with respect to any liabilities, claims, suits, judgments, and damages resulting from acts occurring prior to termination of this Agreement.

VII. Obligations of Grantee

- A. All of the activities required by this Agreement shall be performed by personnel of the Grantee or by third parties (subgrantees, contractors, or subcontractors) under the direct supervision of the Grantee and in accordance with the terms of written contracts. Any such contracts may be made subject to approval by the Department.
- B. Except as may otherwise be provided in the SPECIAL CONDITIONS, the Grantee may subgrant, contract, or subcontract any of the work or services covered by this Agreement.
- C. The Grantee shall remain fully obligated and liable under the provisions of this Agreement, notwithstanding its designation of any third party or parties for the undertaking of all or any of the program being assisted under this grant.
- D. The Grantee shall require any third party to comply with all lawful requirements necessary to insure that the program is carried out in accordance with this Agreement.
- E. The Grantee shall comply with all timelines for completion of Grantee's Environmental Review and contracting responsibilities as established by the Department in the CONDITION LETTER.

VIII. Environmental Review Compliance

- A. The obligation and utilization of the funding assistance is subject to the requirements for a release of funds by the State under the Environmental Review procedures at 24 CFR Part 58 for any activities requiring such release.
- B. The Grantee agrees to assume all of the responsibilities for Environmental Review, decision making and action, as specified and required in Section 104(g) of Title I of the Housing and Community Development Act of 1974 (Public Law 93-383), as amended. The Grantee shall not allow any subrecipient to assume the grantee's Environmental Review responsibilities.

IX. Program Costs

- A. The Grantee may only incur such costs as are reasonable and necessary to the Grantee's Program and as are allowable under the Department's Procedures (2 CFR Part 200). Cost items not specifically authorized may only be incurred after written approval by the Department.
- B. Cash and in-kind contributions made by the Grantee shall follow the criteria established by the Department's Procedures.

- C. The total "Small Cities CDBG Funds" expended for "Administration" shown in the Contract Project Budget Form shall not exceed the approved amount unless amended by all parties to this contract.
- D. The Grantee shall not incur costs on any program activity until the Environmental Review required by 24 CFR 58 has been completed and the Department has issued the "Notice of Release of Funds."
- E. Any program activities performed by the Grantee in the period between notification of award and execution of this Agreement shall be performed at the sole risk of the Grantee. In the event this agreement should not become effective, the Department shall be under no obligation to pay the Grantee for any costs incurred or monies spent in connection with program activities, or to otherwise pay for any activities performed during such period. However, upon execution of this Agreement, all Program Costs incurred in connection with approved activities performed during this period shall be reimbursed in accordance with the terms and conditions of this Agreement.
- F. Grant funds may not, without advance written approval by the Department, be obligated after the Completion Date except for those activities required for close-out. Obligations incurred prior to and still outstanding as of the Completion Date shall be liquidated within ninety (90) days.
- G. At any time during the period of performance under this Agreement, and upon receipt of the progress and financial reports, Final Program Report or Final Audit Report, the Department may review all Program Costs incurred by the Grantee and all payments made to date. Upon such review the Department shall disallow any items of expense which are not determined to be allowable or are determined to be in excess of approved expenditures; and shall, by written notice specifying the disallowed expenditures, inform the Grantee of any such disallowance.
- H. If the Department disallows costs for which payment has not yet been made, it shall refuse to pay such costs. If payment has been made with respect to costs which are subsequently disallowed, the Department may deduct the amount of disallowed costs from any future payments under this Agreement or require that the Grantee refund the amount of the disallowed costs.

X. Requisition of Grant Funds

- A. Requisitions for cash advances shall be made on the established forms and shall not ordinarily be made more frequently than twice a month or in amounts less than \$3,000 and in no cases more than \$200,000.
- B. The Grantee shall establish procedures to insure that any amounts of cash in excess of the limits set forth in (A) above shall be expended within three (3) days of receipt of the funds in the depository account.
- C. Cash advances made by the Grantee to subgrantees shall conform substantially to the same standards of timing and amount as apply to the Grantee under this Agreement.
- D. Amounts withheld from contractor to assure satisfactory completion of work shall not be paid until the Grantee has received a final payment request from the contractor and has certified the work is complete and satisfactory.
- E. The Department may terminate advance financing and require the Grantee to finance its operations with its own working capital should it be determined that the Grantee is unwilling or unable to establish procedures to minimize the time lapsing between cash advances and disbursement. Payments to the Grantee would then be made only as reimbursement for actual cash disbursements.

XI. Depositories for Program Funds

- A. The Grantee shall maintain a separate record for money received under the Community Development Program. Into this fund shall be deposited:
 - 1. Moneys received from the Department.
 - 2. Program income earned through program activities.
- B. Any interest earned, prior to disbursement, on advances of grant funds shall be remitted to the State for subsequent return to the United States Treasury.

XII. Financial Management

- A. Grantees shall establish and maintain a system which assures effective control over and accountability for all funds, property and other assets used in the Community Development Program.
- B. Grantees shall either adopt the system recommended by the Department or certify to the Department, in writing, prior to making the first requisition of funds that the alternative system proposed for use shall meet the following standards:
 - 1. Maintenance of separate accounting records and source documentation for the Community Development Program;
 - 2. Provision for accurate, current and complete disclosure of the financial status of the Program;
 - 3. Establishment of records of budgets and expenditures for each approved activity;
 - 4. Demonstration of the sequence and status of receipts, obligations, disbursements and fund balance;
 - 5. Provision of financial status reports in the form specified by the Department;
 - 6. Compliance with the Department's audit requirements (2 CFR Part 200); and
 - 7. Consistency with generally accepted accounting principles as specified by the Kansas Department of Administration, unless a waiver of GAAP has been received by the Grantee from the Kansas Director of Accounts and Reports.

XIII. Monitoring and Reporting

- A. The Grantee shall monitor the activities of the Community Development Program, including those of contractors and subcontractors, to assure that all program requirements are being met.
- B. The Grantee shall submit progress and financial reports to the Department in accordance with the schedule set forth in the SPECIAL CONDITIONS. These reports shall be in a format prescribed by the Department.
- C. The Grantee shall submit a Final Program Report with the close-out no later than ninety (90) days following the Completion Date.
- D. From time to time, as requested in writing by the Department, the Grantee shall submit such data and other information as the Department may require.
- E. Failure to report as required or respond to requests for data or information in a timely manner may be grounds for suspension or termination of the Grant.

XIV. Procurement Procedures

- A. The Grantee shall use established procurement procedures which reflect applicable State and local laws and regulations and the Department's Procedures for the establishment of procurement systems.
- B. These standards do not relieve the Grantee of any contractual responsibilities under its contracts. The Grantee is responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements entered into support of a grant. These include but are not limited to source evaluation, protests, disputes, and claims.

XV. Bonding Requirements

- A. When administering federal grants and subgrants, a Grantee may follow its own requirements and practices with respect to: (1) bonding of employees and contractors, and (2) insurance. Federal grantor agencies are not permitted to impose requirements beyond those listed below. The government-wide grants management common rule, "Uniform Administrative Requirements for Grants to State and Local Governments," contains bonding requirements only for circumstances when a grantee contracts for construction or facility improvement (including alteration and renovation) and the bids and contracts exceed \$25,000. The following types of bonds are required in the "Procurement" section of the common rule:

- A 100 percent “performance bond” on the part of the contractor to secure fulfillment of all the contractor’s obligations under the contract; and
 - A 100 percent “payment bond” on the part of the contractor to assure payment, as required by law, of all persons supplying labor and materials as part of work provided under the contract.
- B. The Department reserves the right to promulgate and enforce bonding procedures and requirements applicable to any project.
- C. All bonds shall be procured from a surety company registered and licensed to do business in the State of Kansas and countersigned by its Kansas resident agent.

XVI. Program Income

- A. Program Income, as defined in the Final Statement, means gross income earned by the Grantee from activities supported by grants made by the Department under the provisions of the Federal Act, or as otherwise defined by the Department.
- B. All Program Income from a project funded by this Agreement may be retained by the Grantee (unless specified as a Special Condition to this agreement) and shall be added to funds committed to the support of the program established by this Agreement or for such eligible program activities as may be authorized by the Department. This income shall be disbursed to the maximum extent feasible prior to requisitioning additional funds under this agreement.

XVII. Program Close-out Procedures

- A. Program close-out is the process by which the Department determines that all applicable administrative and financial actions and all required work of the program including audit and resolution of audit findings have been completed or that there are no additional benefits likely to occur by continuation of program activities or costs. All findings from Department monitoring visits must be cleared prior to close-out.
- B. The Completion Date is the date specified in Section IV., Period of Performance, of this Agreement or amendment thereto, on which assistance ends for all program activities except those required to complete the close-out or the date on which the grant is suspended or terminated.
- C. The Grantee shall submit to the Department close-out documents covering the entire program within ninety (90) days of completion date. Additionally, one copy must be placed where other program documents are available for public review, and at least one copy must remain in the Grantee’s files. The Department may grant extensions to the time for submission of these documents when so requested by the Grantee in writing.
- D. The Department retains the right to recover any appropriate amount of unobligated program funds.
- E. The Grantee shall account for any property acquired with grant funds, or received from the federal or state government in accordance with the Department’s property management procedures.

XVIII. Termination for Convenience

- A. The Department or Grantee may terminate the grant in whole, or in part, when both parties agree that the continuation of the program would not produce beneficial results commensurate with the further expenditure of funds.
- B. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated.
- C. The Grantee shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The Grantee shall be allowed full credit for noncancelable obligations, property incurred prior to termination.

XIX. Suspension or Termination-for-Cause

- A. The Department may suspend the grant, in whole or in part, at any time during the Grant Period, and upon reasonable notice to the Grantee withhold further payments or prohibit the Grantee from incurring additional obligations of grant funds when it is determined that the Grantee has failed to substantially comply with the conditions of this Agreement. This will be done pending corrective action by the Grantee or a decision by the Department to terminate the grant. The Department shall allow all necessary and proper costs which the Grantee could not reasonably avoid during the period of suspension.
- B. The Department, after reasonable notice following procedures pursuant to Final Statement may terminate the grant, in whole or in part, at any time during the Grant Period when it is determined that the Grantee has failed to substantially comply with the conditions of this Agreement. The Department shall promptly notify the Grantee in writing, of the determination and the reasons for the termination, together with the effective date and may initiate procedures to recapture all funds advanced to Grantee.
- C. Payments made to the Grantee or recoveries by the Department under grants which have been suspended or terminated for cause shall be in accord with the legal rights and liabilities of the parties.

XX. Audit Requirements

- A. The Grantee shall arrange for the performance of annual financial/compliance audits of the grant project. All audits must be performed by an independent qualified auditor. The audit period is identical with the Grantee's regular fiscal year. The audit(s) will be conducted in accordance with the requirements set forth in the audit section of the Kansas CDBG Handbook, which are based on 2 CFR Part 200.
 - 1. If the local government expends \$750,000 or more of Federal grant assistance from all programs, it must have an annual audit performed in accordance with 2 CFR Part 200. An audit is a financial and compliance audit that covers the entire operations of the local government, rather than being limited to the CDBG project or other Federal grants.
 - 2. If the local government expends less than \$750,000 in a fiscal year, it will be the option of the Department of Commerce to determine if a project specific audit will be required. If such audit is required, it will be procured and paid for by the Department.
 - 3. Grantee's will be required to submit the "audit information form" to the Department of Commerce each fiscal year. This form must be submitted to the Department by or before May 15th of each fiscal year.
- B. Grantees are required to submit one copy of a fiscal year audit report covering the program. The audit reports shall be sent within 30 days after the completion of the audit, but no later than the nine months after the end of the audit period unless agreed to by the Department.
- C. If any expenditures are disallowed as a result of the Final Audit Report, the obligation for reimbursement to the Kansas Small Cities Community Development Block Grant Program shall rest with the Grantee.

XXI. Retention of and Access to Records

- A. Financial records, supporting documents, statistical records, and all other records pertinent to this program shall be retained in accordance with the Department's Procedures.
- B. Authorized representatives of the Department, the Secretary of HUD, the Inspector General of the United States, or the U.S. General Accounting Office shall have access to all books, accounts, records, reports, files, papers, things, or property belonging to, or in use by, the Grantee pertaining to the administration of these grants and the receipt of assistance under the Small Cities CDBG program as may be necessary to make audits, examinations, excerpts, and transcripts for a period of three years after the entire State CDBG grant year you were awarded from has been closed out by HUD.
- C. Any contract or agreement entered into by the Grantee shall contain language comparable to subsection (B) so as to assure access by authorized parties to the pertinent records of any subgrantee, contractor, or subcontractor.

XXII. Conflict of Interest

- A. In the procurement of supplies, equipment, construction and services by Grantees and subgrantees, the conflict of interest provisions of the Kansas Department of Commerce as provided at 2 CFR Part 200 shall apply.
- B. No member of the Governing Body, officer or employee of the Grantee, or its designees or agents, or any other person who exercises any functions or responsibilities with respect to the program assisted by this Agreement during his tenure or for one year thereafter, shall have any direct interest in any contract or subcontract, or the proceeds thereof, for the work to be performed in connection with the program.
- C. The Grantee shall incorporate, or cause to be incorporated, in all third party agreements, a provision prohibiting such interest pursuant to the purpose of this Section.
- D. The Grantee shall not employ, nor shall permit any third party to employ any employee of the Department.

XXIII. Equal Opportunity

In addition to all equal opportunity provisions and the Assurances incorporated by reference herein, the Grantee agrees to comply with all of the requirements of the Kansas Acts Against Discrimination relating to fair employment practices, to the extent applicable and shall cause the foregoing provisions to be inserted in all contracts with third parties for any work covered by this Agreement so that such provisions will be binding upon such third parties.

Grantee will conduct and administer the grant in conformity with Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq., as amended) and the Fair Housing Act (42 USC 3601-20) and will affirmatively further fair housing.

XXIV. Waiver of Enforcement

A waiver by the Department of the right to enforce any provision of this Agreement shall not be deemed a waiver of the right to enforce each and all of the provisions herein.

XXV. Reversion of Assets

- A. Consistent with the provisions at 24 CFR 570.703, the Grantee shall transfer any CDBG funds on hand at the time of expiration of the Agreement and any accounts receivable attributable to the use of CDBG funds to the Department.
- B. Any real property under the Grantee's control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 shall be used for its original intended purpose for five years after expiration of the agreement. Should the Grantee fail to utilize said property for its intended purpose, the Grantee shall pay the Department an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property.

XXVI. Budget Amendments and Other Changes

- A. During the implementation of the grant project, the Grantee may revise the CDBG activities amounts in the CONTRACT PROJECT BUDGET FORM; provided that:
 - 1. The cumulative effect of the revision is to not make line item budget transfers which exceed ten percent of the total grant or \$10,000 cumulative of CDBG monies, whichever is less.
 - 2. The change does not increase any professional services of the CDBG approved budget;
 - 3. The change will not significantly change the scope, location or objectives of the approved activities; and
 - 4. The change does not add or eliminate any activity.
- B. Any such changes to this Agreement shall constitute an amendment, including time extension of the completion date.

- C. The Grantee shall notify the Department if, through the use of other funds, there is an intention to expand, enhance or add to the scope of the program covered by the Agreement, or there is a proposal to undertake activities that will have an impact upon the buildings, areas or activities of this program. The Department reserves the right to require an amendment to this Agreement if such is deemed necessary.
- D. Amendments to the terms and conditions of this Agreement shall not become effective unless reduced to writing, applicable standard forms submitted in duplicate, passed by Resolution of the governing body, and signed by the duly authorized representative of the Grantee, and signed by the Department.
- E. **I hereby certify that I have knowledge of all activities in the above-referenced grant. I also certify that I am aware that the regulations of the CDBG program prevent the use of any facility built or rehabilitated with CDBG funds, or any portion thereof, to be used for the conduct of official business. By accepting the above-referenced grant award, I certify that no portion of the above grant award violates this regulation.**

Copies or originals of all CDBG recipient files and documentation must be maintained at the recipient's principal place of business.

We, the undersigned, have read and understood the above document and hereby agree to the terms and conditions contained herein.

DATED BY THE DEPARTMENT OF COMMERCE THIS _____ DAY OF _____, 20 ____.

STATE OF KANSAS
DEPARTMENT OF COMMERCE

By: _____
CDBG Program
Kansas Department of Commerce

By: _____
Notary Public, State of Kansas

City of Valley Falls Kansas
(Grantee)

By: _____
(Name) (Title)

(SEAL)

ATTEST: _____
(For the Grantee)

SPECIAL CONDITIONS

In addition to the general terms and conditions of this Agreement, the Grantee and the Department hereby agree to the following Special Conditions:

1. As provided in Section IX., Program Costs, F., the Notification of Award for the grant under this Agreement is dated **JANUARY 18, 2022**.
2. As provided in Section XIII., Monitoring and Reporting, B., the Grantee shall submit Quarterly Progress Reports to the Department. The reporting periods consist of January/February/March, April/May/June, July/August/September and October/November/December. Quarterly Progress Reports are to be submitted to the Department on or before ten (10) days after the end of each quarter. A Quarterly Progress Report shall be submitted for each quarter, or portion thereof, during the Period of Performance as provided in Section IV. Any extension of time approved by the Department will require additional Quarterly Progress and Financial Reports to be submitted in accordance with the above-referenced schedule.
3. As provided in Section IV., Period of Performance, all activities assisted by this Agreement shall be completed on **MARCH 14, 2024** except for those activities required to close out the program, such as the Final Program Report and the Final Audit Report.
4. As provided in Section XIII., Monitoring and Reporting, C., the Grantee shall submit a Final Program Report to the Department on or before **JUNE 14, 2024**.
5. The Grantee shall not use funds that have been granted by HUD under the Federal Act, or which may have been accrued as a consequence of activities supported with such grant funds (program income), in whole or in part for the support of the Activities covered by this Grant Agreement without first having secured the express written approval of HUD.
6. The Grantee shall be permitted to satisfy the program audit requirements of Section XX., Audit Requirements, by conducting a single municipal government-wide financial audit at the time of an annual audit provided for by Kansas law. Said audit will be completed on or before September 30 of each year the grant is open and one year after the grant is closed. Grantees receiving federal assistance in any fiscal year must have an audit made in accordance with 2 CFR Part 200 for such fiscal year unless exempted under 2 CFR Part 200. Those Grantees having expended \$750,000 or more of total federal funds from all sources must have an annual audit.
7. Will require each unit of local government to be distributed Title I funds to adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations in accordance with Section 519 of Public Law 101-144, (the 1990 HUD Appropriations Act) and prohibiting the barring of entrance or exit to any facility or location which is the subject of such demonstration (Cranston-Gonzales National Affordable Housing Act).
8. In addition to the above certifications, the undersigned also makes the certification required which is attached regarding Lobbying.

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Date

Official

Grantees are required to keep records until three years after the entire CDBG grant year from HUD has been closed out.

BITCO INSURANCE COMPANIES

TO: OUR WORKERS COMPENSATION CUSTOMERS

SUBJECT: SAFETY SERVICES

The BITCO Insurance Companies' Risk Control Department offers safety services to advise and assist our workers compensation customers; however, you as an employer, your employees and associates must not rely on BITCO to complete or fulfill your duty for maintaining safe operations and a healthful workplace.

Our risk control representatives may provide the following services to assist you in your loss control efforts:

TRAINING PROGRAMS

Employee awareness materials such as safety and health posters, training materials and pamphlets are available to support your safety programs.

SURVEYS

On-site surveys are available to evaluate possible safety and health exposures relative to employees, material, equipment, processes and facilities. Consultations may then assist you in improving your existing safety activities, or in creating an initial safety program consistent with the loss exposures and loss history, and in meeting State or Federal program regulations.

OCCUPATIONAL HEALTH

Limited assistance is available in special situations for evaluation of industrial hygiene problems involving dust, noise, solvents or gasses.

LOSS SUMMARY REPORTS

Loss Summaries and accident analysis may be provided for identifying accident causes and trends.

**TO REQUEST BITCO RISK CONTROL SERVICES, CONTACT YOUR AGENT OR
BITCO RISK CONTROL DEPARTMENT AT THE BRANCH OFFICE ADDRESS NOTED
ON YOUR POLICY.**



BITCO General Insurance Corporation

CAPITAL STOCK INSURANCE COMPANIES - 3700 MARKET SQUARE CIRCLE, DAVENPORT, IOWA 52807

Toll Free Number 1-800-475-4477

WC 3 714 753

GU-4843 (04/16)

HOME OFFICE
BR

NOTICE

BITCO BRANCH & CLAIM OFFICES

1701 Centerview Drive, Ste. 203
Little Rock, AR 72211
Tel: (501) 224-3080
(800) 876-8147 (toll free)
Fax: (844) 712-8156

5920 NE Ray Circle, Ste. 250
Hillsboro, OR 97124
Tel: (503) 686-7006
(844) 794-7394 (toll free)
Fax: (503) 430-0739

Foster Plaza Five
651 Holiday Drive
Pittsburgh, PA 15220-2757
Tel: (412) 937-9000
(800) 253-1232 (toll free)
Fax: (412) 937-1143

3700 Crestwood Parkway, Ste. 650
Duluth, GA 30096-5599
Tel: (770) 923-7551
(800) 822-2905 (toll free)
Fax: (844) 377-4676

P.O. Box 12936
Oklahoma City, OK 73157-2936
Tel: (405) 767-2064
(800) 947-0809 (toll-free)
Fax: (405) 767-9438

P.O. Box 291689
Nashville, TN 37229-1689
Tel: (615) 871-9042
(800) 342-5786 (toll free)
Fax: (615) 871-0783

P.O. Box 65605
West Des Moines, IA 50265-0605
Tel: (515) 223-1122
(800) 383-1122 (toll free)
Fax: (844) 462-2024

111 Veterans Blvd., Ste. 404
Metairie, LA 70005-3043
Tel: (504) 837-5480
(800) 605-0311 (toll free)
Fax: (504) 831-0720

9901 IH 10 West, Ste. 1050
San Antonio, TX 78230
Tel: (210) 340-8199
(888) 857-8031 (toll free)
Fax: (844) 250-1519

300 N. Meridian, Ste. 920
Indianapolis, IN 46204
Tel: (317) 243-6721
(800) 382-9991 (toll free)
Fax: (844) 371-2497

P.O. Box 168208
Irving, TX 75016-8208
Tel: (972) 506-9591
(800) 683-9591 (toll free)
Fax: (972) 556-1539

P.O. Box 1210
Brookfield, WI 53008-1210
Tel: (262) 792-9254
(800) 242-6258 (toll free)
Fax: (262) 792-9264

P.O. Box 474630
Charlotte, NC 28247
Tel: (704) 341-3725
(800) 642-2507 (toll free)
Fax: (833) 200-2221

P.O. Box 280729
Lakewood, CO 80228-0729
Tel: (303) 985-9494
(877) 746-1748 (toll free)
Fax: (303) 985-0808

4252 Carmichael Road, Ste. 231
Montgomery AL 36106-2804
Tel: (334) 215-0633
(800) 239-7400 (toll free)
Fax: (334) 244-1194

10733 Sunset Office Drive, Ste. 430
St. Louis, MO 63127-1033
Tel: (314) 822-4446
(800) 723-8632 (toll free)
Fax: (314) 822-9850

HOME OFFICE
3700 Market Square Circle
Davenport, IA 52807

TELEPHONE NUMBER: (563) 232-0499
TOLL FREE NUMBER: 1-800-475-4477

WHY IS AN AUDIT NECESSARY?

This policy was issued with an "estimated premium" which requires an adjustment after the policy expires. The estimated premium for this type of policy is usually based on the amount of your payroll, sales or subcontractor cost during the term of the policy.

After the policy expires and the actual amount of the payroll, sales or cost can be determined, the estimated premium is adjusted to develop the final premium. If the adjusted premium is less than the estimated premium, the difference will be refunded. If it is more, you will receive a bill for the additional premium.

WHO WILL MAKE THE AUDIT?

When the policy expires, either a Premium Auditor will make an appointment with you to review the records that pertain to your company payrolls and other exposures covered by your policy(ies) with BITCO or a Policyholder's Report will be mailed to you for completion.

Premium Auditors are knowledgeable in both accounting and insurance and will obtain the necessary information to make the premium adjustment with a minimum of inconvenience to your staff.

WHAT WILL THE PREMIUM AUDITOR DO?

The Premium Auditor will examine your books of original entry and ledger accounts that pertain to the variable factors on which the premium is based. The payroll portion of the audit will normally be verified to your quarterly tax reports. Additionally, during the course of the audit, the Auditor may also ask some questions about your records and personally observe the various operations of your business.

Automated Records

If your records are automated, or if they will be automated in the near future, the Premium Auditor will be pleased to assist you in setting up your records to include insurance requirements.

Premium Base

The most common premium bases are total remuneration (payroll), gross sales and total subcontractor cost. A rate is applied to the premium base to develop the premium. The premium base used is determined by the type of policy and by the type of business being insured.

SUBCONTRACTORS - PREMIUM CHARGES

Workers Compensation

You may be held responsible when a subcontractor's employee is injured. Most Workers Compensation laws provide that the general or principal contractor shall be responsible for compensation to employees of subcontractors in the absence of appropriate subcontractors' coverage.

For this reason it is important that each subcontractor you use furnish you with certificates of insurance. Failure to secure a subcontractor's certificate of insurance will result in an additional premium charge.

The premium auditor will ask to see these certificates of insurance as proof that each subcontractor was separately insured.

General Liability

Your general liability policy may contain subcontractor classifications with rates based on operations performed for you by adequately insured subcontractors.

Remuneration is the total gross earnings of your employees. (See "Overtime" below for further details.) Gross sales is the gross amount charged by you for your products, services or rentals. Total subcontractor cost is the cost to you of all work you let or sublet. (Cost of material and equipment you furnished to your subcontractors may be handled differently under workers compensation than general liability coverage. Consult with your auditor for further information.)

Overtime

In most states the penalty portion of overtime payroll, or the amount paid in excess of the regular rate of pay, is excluded from the total payroll on which the premium is based.

You must, however, maintain your records to show separately, by employee and in summary by type of work, the amount of overtime paid.

Overtime deductions under workers compensation currently are not applicable in the states of Delaware, Pennsylvania, Utah, Nevada and to Stevedoring Operations.

Payroll Segregation

Insurance rates differ by type of work performed. The Premium Auditor must place each employee in the proper occupational category or insurance classification approved by the state. Since each classification has a different premium rate, proper placement is important.

By segregating your employee payroll records by type of work, you should receive a more prompt and equitable premium adjustment.

Consolidated (Wrap-Up) Insurance Programs

If you are a contractor involved in a consolidated (wrap-up) insurance program, your payroll/receipts **will not** be automatically excluded from our audit. Please be sure to contact your agent before you begin working under a wrap-up program. If your policies are not endorsed properly, payroll/receipts will not be excluded from the audit.

If any of your subcontractors do not have proof of adequate insurance, we will charge for the subcontractors without adequate insurance as if they were your employees. This usually means that a higher rate will be charged to you. It is important for you to verify the limits of insurance carried by your subcontractors by securing a certificate of insurance from each and every one of them.

For rating or audit purposes, we consider adequate limits of insurance for your subcontractors to be at least \$1,000,000 per occurrence and aggregate or limits of insurance equal to your own limits of insurance. Independent of the audit process, our underwriting requirements may require limits higher than \$1,000,000, depending on type of work involved. Your agent will be able to help you determine subcontractor limits that could protect your assets and satisfy underwriting requirements.

NOTICE PRIVACY STATEMENT

BITCO Insurance Companies is strongly committed to protecting the confidentiality of our customers' non-public personal information. We collect information about our customers on a routine basis. The collection of this information is necessary to effect, administer, or enforce a transaction that you, our customer, have authorized. Even after our business relationship ends, your personal information remains confidential. This notice describes our privacy policy and explains how we treat the information we receive about you.

Information about you is collected through your application for insurance or submission of a claim. This information may include but is not limited to:

Identification Information - such as name, address, Social Security Number, employer identification number, date of birth, age and gender.

Personal Financial Information - such as credit history, bank account information, employment history, wage history and bankruptcy information.

Medical Information - such as a physician's diagnosis and injury information.

Other Information - such as motor vehicle reports, courthouse records, police/fire reports and reports from government agencies (i.e., Department of Transportation/Environmental Protection Agency).

How We Use Your Information:

We use the information about you to conduct normal business activities as requested by you, our customer. Normal business includes servicing or processing an insurance product or service requested by you. Underwriting of your insurance coverage and processing claims on your coverage are normal business activities in which we engage.

How We Disclose Your Information:

We may disclose information necessary to conduct normal business activity or activities required by law or regulation. Information may be disclosed to others to enable them to provide a business service to us. Examples of this situation would be outside medical payment review, independent adjusters servicing claims, and data gathering organizations needing information for establishing rates. Information may also be sent to regulatory agencies, state insurance departments, or law enforcement agencies for the prevention of fraud. We may make other disclosures of information as permitted or required by law within the scope of normal business activities.

We do not make disclosures of information for the purpose of cross-selling or marketing nonaffiliated third parties' products or services. For example, we do not and will not sell your name to a mail order catalog company or other marketing ventures.

How We Protect and Secure Information:

Access to your non-public personal information is restricted to those who need to know your information to provide products or services to you. Our employees are required to protect and maintain the confidentiality of your information. Employees must follow and comply with established policies and procedures regarding customer privacy. We maintain physical, electronic and procedural safeguards to secure your nonpublic personal information.

Former Customers:

The above privacy statement remains in force when a customer relationship no longer exists with you. BITCO Insurance Companies will always keep your nonpublic personal information confidential.

Questions:

If you have any questions regarding this privacy statement, please contact our privacy coordinator at 1-800-475-4477.

ADVISORY NOTICE TO POLICYHOLDERS

U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC")

NO COVERAGE IS PROVIDED BY THIS POLICYHOLDER NOTICE NOR CAN IT BE CONSTRUED TO REPLACE ANY PROVISIONS OF YOUR POLICY. YOU SHOULD READ YOUR POLICY AND REVIEW YOUR DECLARATIONS PAGE FOR COMPLETE INFORMATION ON THE COVERAGES YOU ARE PROVIDED.

THIS NOTICE PROVIDES INFORMATION CONCERNING POSSIBLE IMPACT ON YOUR INSURANCE COVERAGE DUE TO DIRECTIVES ISSUED BY OFAC.

PLEASE READ THIS NOTICE CAREFULLY.

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

As "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site - <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments or premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

POLICYHOLDER NOTICE
NOTICE OF TERRORISM INSURANCE COVERAGE

Coverage for acts of terrorism is included in your policy. You are hereby notified that under the Terrorism Risk Insurance Act, as amended in 2015, the definition of act of terrorism has changed. As defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury - in consultation with the Secretary of Homeland Security and the Attorney General of the United States - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 80% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement, as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

The portion of your annual premium that is attributable to coverage for acts of terrorism is \$ 122 , and does not include any charges for the portion of losses covered by the United States government under the Act.

CITY OF VALLEY FALLS
Name of Insured

WC 3 714 753
Policy Number

BITCO GENERAL INSURANCE CORPORATION
Name of Insurer

04-01-22
Effective Date

BITCO INSURANCE COMPANIES

Home Office / Davenport, Iowa

TO THE INSURED

INSTRUCTIONS FOR REPORTING WORKERS COMPENSATION CLAIMS

Workers Compensation insurance is designed to provide medical care and wage replacement benefits to your employees for job related injuries. Our goal is to respond promptly and appropriately to each claim.

If an employee of yours is injured during the course of employment, we ask that you do the following:

1. Make sure that necessary medical care is provided.
2. Complete the Employer's First Report of Injury or Illness form.
3. Report the claim **immediately** to the nearest BITCO claims office listed inside your policy cover. BITCO will accept your report by facsimile, phone, mail, or by email at **www.bitco.com**. You are encouraged to report claims on the date they occur, but not later than the following day.

Delays in reporting claims or submitting incomplete First Report of Injury or Illness forms could complicate claim processing and adversely affect our ability to respond promptly and appropriately to your needs and those of your employees.

If you have any questions when an employee is injured on the job, you should call BITCO's nearest claims office for assistance.

STOP ACCIDENTS--SAVE LIVES

AND OPERATING COSTS

**POLICY FORMS
AND
ENDORSEMENTS**

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY INFORMATION PAGE

**ACCIDENT PREVENTION SERVICES
ARE AVAILABLE TO THE
POLICYHOLDER UPON REQUEST**

NCCI CO. NO. 10138 BITCO GENERAL INSURANCE CORPORATION
CAPITAL STOCK INSURANCE COMPANIES – 3700 MARKET SQUARE CIRCLE, DAVENPORT, IOWA 52807

POLICY NO. WC 3 714 753 RENEWAL OF WC 3 703 463

Insured's I.D. No(s). 48-6035231 FEIN

1. The Insured/Mailing address
CITY OF VALLEY FALLS
SEE GOX2278WK
417 BROADWAY
VALLEY FALLS KS 66088

Individual Partnership

 Corporation or MUNICIPALITY

KS-150184207

Other workplaces not shown above:
See Schedule of Named Insureds and Locations.

2. Policy Period: The policy period is from 04-01-22 to 04-01-23 12:01 A.M. Standard Time.
at the insured's mailing address.

3. Coverage:

A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states listed here: KANSAS

B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in item 3.A. The limits of our liability under Part Two are:

Bodily injury by Accident	\$	500,000	each accident
Bodily injury by Disease	\$	500,000	each employee
Bodily injury by Disease	\$	500,000	policy limit

C. Other States insurance: Part Three of the policy applies to the states, if any, listed here:

ALL STATES EXCEPT HAWAII, NEW HAMPSHIRE, NEW JERSEY,
NORTH DAKOTA, OHIO, WASHINGTON, WYOMING.

D. This policy includes these endorsements and schedules:

See schedule of forms and endorsements.

4. Premium: The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

Estimated Annual Premium	Rate Per \$100 of Remuneration	Premium Basis Total Estimated Annual Remuneration	Code No.	Classifications
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See attached schedule.

\$8,343.00 Total Estimated Annual Premium Deposit Premium \$8,343.00 Minimum Premium \$750.00

Premium Adjustment Period: ANNUAL

Countersigned

By _____
Authorized Representative

Insured's Copy

SCHEDULE OF NAMED INSUREDS

NAMED INSURED	POLICY NUMBER
CITY OF VALLEY FALLS	WC 3 714 753
<p>0001-01 CITY OF VALLEY FALLS 417 BROADWAY VALLEY FALLS KS 66088 FEIN: 48-6035231 NAICS CODE: 921120 PHONE # : (785)945-6612</p>	

SCHEDULE OF FORMS AND ENDORSEMENTS

NAMED INSURED		POLICY NUMBER
CITY OF VALLEY FALLS		WC 3 714 753
RC-1382	(04/16)	SAFETY SERVICES
GU-2368	(12/18)	AUDIT INFORMATION
GU-3076	(04/16)	PRIVACY STATEMENT
GU-4320	(05/04)	ADVISORY NOTICE TO POLICYHOLDERS
GU-4873	(09/20)	POLICYHOLDER NOTICE - NOTICE OF TERRORISM INSURANCE COVERAGE
P-419	(04/16)	TO THE INSURED - INSTRUCTIONS FOR REPORTING WORKERS COMPENSATION CLAIMS
WC 540-KS	(04/16)	WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY INFORMATION PAGE
GOX-2278WK	(12/92)	SCHEDULE OF NAMED INSURED
GOX 2279	(12/92)	SCHEDULE OF FORMS AND ENDORSEMENTS
WC 2308	(05/93)	WORKERS COMPENSATION SCHEDULE
WC 2308	(05/93)	WORKERS COMPENSATION SCHEDULE
WC 00 00 00C	(01/15)	WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY
WC 00 03 10	(04/84)	SOLE PROPRIETORS, PARTNERS, OFFICERS AND OTHERS COVERAGE ENDORSEMENT
WC 00 04 04	(04/84)	PENDING RATE CHANGE ENDORSEMENT
WC 00 04 06	(03/85)	PREMIUM DISCOUNT ENDORSEMENT
WC 00 04 21E	(01/21)	CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM) PREMIUM ENDORSEMENT
WC 00 04 22C	(01/21)	TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT DISCLOSURE ENDORSEMENT
WC 00 04 24	(01/17)	AUDIT NONCOMPLIANCE CHARGE ENDORSEMENT
WC 00 04 14A	(01/19)	90-DAY REPORTING REQUIREMENT - NOTIFICATION OF CHANGE IN OWNERSHIP ENDORSEMENT
WC 00 04 19	(01/01)	PREMIUM DUE DATE ENDORSEMENT
WC 00 04 25	(05/17)	EXPERIENCE RATING MODIFICATION FACTOR REVISION ENDORSEMENT
WC 15 04 01A	(01/10)	KANSAS FINAL PREMIUM ENDORSEMENT
WC 15 06 01A	(01/87)	KANSAS CANCELLATION AND NONRENEWAL ENDORSEMENT

WORKERS COMPENSATION SCHEDULE

NAME		POLICY EFFECTIVE DATE		POLICY NUMBER	
CITY OF VALLEY FALLS		04-01-22		WC 3 714 753	
CLASSIFICATION	CODE	RATE PER \$100	ESTIMATED TOTAL ANNUAL REMUNERATION	ESTIMATED ANNUAL PREMIUMS	
KANSAS RATING GROUP 0001-01					
STREET OR ROAD CONSTRUCTION - PAVING OR REPAVING & DRIVERS	5506	4.51	40,243	\$	1,815.00
WATERWORKS OPERATION & DRIVERS.	7520	2.98	60,012	\$	1,788.00
SEWAGE DISPOSAL PLANT OPERATION & DRIVERS	7580	2.23	41,475	\$	925.00
POLICE OFFICERS & DRIVERS	7720	2.72	125,803	\$	3,422.00
CLERICAL OFFICE EMPLOYEES NOC.	8810	.12	105,723	\$	127.00
BUILDING OR PROPERTY MANAGEMENT - ALL OTHER EMPLOYEES	9015	3.18	IF ANY	\$	0.00
SWIMMING POOL - PUBLIC OPERATION - ALL OTHER EMPLOYEES	9015	3.18	48,358	\$	1,538.00
PARK NOC-ALL EMPLOYEES & DRIVERS.	9102	2.72	IF ANY	\$	0.00

WORKERS COMPENSATION SCHEDULE

NAME		POLICY EFFECTIVE DATE		POLICY NUMBER
CITY OF VALLEY FALLS		04-01-22		WC 3 714 753
CLASSIFICATION	CODE	RATE PER \$100	ESTIMATED TOTAL ANNUAL REMUNERATION	ESTIMATED ANNUAL PREMIUMS
TOTAL CLASS PREMIUM				\$ 9,615.00
INCREASE LIMITS 1.008	9807			\$ 77.00
TOTAL SUBJECT PREMIUM				\$ 9,692.00
EXPERIENCE PREMIUM .87	9898			\$ -1,260.00
TOTAL MODIFIED PREMIUM				\$ 8,432.00
STANDARD TOTAL				\$ 8,432.00
PREMIUM DISCOUNT .956	0063			\$ -371.00
EXPENSE CONSTANT	0900			\$ 160.00
TERRORISM .009	9740			\$ 38.00
CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM) .02	9741			\$ 84.00
TOTAL ESTIMATED PREMIUM				\$ 8,343.00
FINAL TOTAL				\$ 8,343.00

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

In return for the payment of the premium and subject to all terms of this policy, we agree with you as follows:

GENERAL SECTION

A. The Policy

This policy includes at its effective date the Information Page and all endorsements and schedules listed there. It is a contract of insurance between you (the employer named in Item 1 of the Information Page) and us (the insurer named on the Information Page). The only agreements relating to this insurance are stated in this policy. The terms of this policy may not be changed or waived except by endorsement issued by us to be part of this policy.

B. Who is Insured

You are insured if you are an employer named in Item 1 of the Information Page. If that employer is a partnership, and if you are one of its partners, you are insured, but only in your capacity as an employer of the partnership's employees.

C. Workers Compensation Law

Workers Compensation Law means the workers or workmen's compensation law and occupational disease law of each state or territory named in Item 3.A of the Information Page. It includes any amendments to that law which are in effect during the policy period. It does not include any federal workers or workmen's compensation law, any federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

D. State

State means any state of the United States of America, and the District of Columbia.

E. Locations

This policy covers all of your workplaces listed in Items 1 or 4 of the Information Page; and it covers all other workplaces in Item 3.A. states unless you have other insurance or are self-insured for such workplaces.

**PART ONE
WORKERS COMPENSATION INSURANCE**

A. How This Insurance Applies

This workers compensation insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. Bodily injury by accident must occur during the policy period.
2. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

B. We Will Pay

We will pay promptly when due the benefits required of you by the workers compensation law.

C. We Will Defend

We have the right and duty to defend at our expense any claim, proceeding or suit against you for benefits payable by this insurance. We have the right to investigate and settle these claims, proceedings or suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance.

D. We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding or suit we defend:

1. reasonable expenses incurred at our request, but not loss of earnings;
2. premiums for bonds to release attachments and for appeal bonds in bond amounts up to the amount payable under this insurance;
3. litigation costs taxed against you;
4. interest on a judgment as required by law until we offer the amount due under this insurance; and
5. expenses we incur.

E. Other Insurance

We will not pay more than our share of benefits and costs covered by this insurance and other insurance or self-insurance. Subject to any limits of liability that may apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance will be equal until the loss is paid.

F. Payments You Must Make

You are responsible for any payments in excess of the benefits regularly provided by the workers compensation law including those required because:

1. of your serious and willful misconduct;
2. you knowingly employ an employee in violation of law;
3. you fail to comply with a health or safety law or regulation; or
4. you discharge, coerce or otherwise discriminate against any employee in violation of the workers compensation law.

If we make any payments in excess of the benefits regularly provided by the workers compensation law on your behalf, you will reimburse us promptly.

G. Recovery From Others

We have your rights, and the rights of persons entitled to the benefits of this insurance, to recover our payments from anyone liable for the injury. You will do everything necessary to protect those rights for us and to help us enforce them.

H. Statutory Provisions

These statements apply where they are required by law.

1. As between an injured worker and us, we have notice of the injury when you have notice.
2. Your default or the bankruptcy or insolvency of you or your estate will not relieve us of our duties under this insurance after an injury occurs.
3. We are directly and primarily liable to any person entitled to the benefits payable by this insurance. Those persons may enforce our duties; so may an agency authorized by law. Enforcement may be against us or against you and us.
4. Jurisdiction over you is jurisdiction over us for purposes of the workers compensation law. We are bound by decisions against you under that law, subject to the provisions of this policy that are not in conflict with that law.

5. This insurance conforms to the parts of the workers compensation law that apply to:
 - a. benefits payable by this insurance;
 - b. special taxes, payments into security or other special funds, and assessments payable by us under that law.
6. Terms of this insurance that conflict with the workers compensation law are changed by this statement to conform to that law.

Nothing in these paragraphs relieves you of your duties under this policy.

PART TWO

EMPLOYERS LIABILITY INSURANCE

A. How This Insurance Applies

This employers liability insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must arise out of and in the course of the injured employee's employment by you.
2. The employment must be necessary or incidental to your work in a state or territory listed in Item 3.A. of the Information Page.
3. Bodily injury by accident must occur during the policy period.
4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.
5. If you are sued, the original suit and any related legal actions for damages for bodily injury by accident or by disease must be brought in the United States of America, its territories or possessions, or Canada.

B. We Will Pay

We will pay all sums that you legally must pay as damages because of bodily injury to your employees, provided the bodily injury is covered by this Employers Liability Insurance.

The damages we will pay, where recovery is permitted by law, include damages:

1. For which you are liable to a third party by reason of a claim or suit against you by that third party to recover the damages claimed against such third party as a result of injury to your employee;

2. For care and loss of services; and
3. For consequential bodily injury to a spouse, child, parent, brother or sister of the injured employee provided that these damages are the direct consequence of bodily injury that arises out of and in the course of the injured employee's employment by you; and
4. Because of bodily injury to your employee that arises out of and in the course of employment, claimed against you in a capacity other than as employer.

C. Exclusions

This insurance does not cover:

1. Liability assumed under a contract. This exclusion does not apply to a warranty that your work will be done in a workmanlike manner;
2. Punitive or exemplary damages because of bodily injury to an employee employed in violation of law;
3. Bodily injury to an employee while employed in violation of law with your actual knowledge or the actual knowledge of any of your executive officers;
4. Any obligation imposed by a workers compensation, occupational disease, unemployment compensation, or disability benefits law, or any similar law;
5. Bodily injury intentionally caused or aggravated by you;
6. Bodily injury occurring outside the United States of America, its territories or possessions, and Canada. This exclusion does not apply to bodily injury to a citizen or resident of the United States of America or Canada who is temporarily outside these countries;
7. Damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any employee, or any personnel practices, policies, acts or omissions;
8. Bodily injury to any person in work subject to the Longshore and Harbor Workers' Compensation Act (33 U.S.C. Sections 901 et seq.), the Nonappropriated Fund Instrumentalities Act (5 U.S.C. Sections 8171 et seq.), the Outer Continental Shelf Lands Act (43 U.S.C. Sections 1331 et seq.), the Defense Base Act (42 U.S.C. Sections 1651-1654), the Federal Mine Safety and Health Act (30 U.S.C. Sections 801 et seq. and 901-944), any other federal workers or workmen's compensation law or other federal occupational disease law, or any amendments to these laws;

9. Bodily injury to any person in work subject to the Federal Employers' Liability Act (45 U.S.C. Sections 51 et seq.), any other federal laws obligating an employer to pay damages to an employee due to bodily injury arising out of or in the course of employment, or any amendments to those laws;
10. Bodily injury to a master or member of the crew of any vessel, and does not cover punitive damages related to your duty or obligation to provide transportation, wages, maintenance, and cure under any applicable maritime law;
11. Fines or penalties imposed for violation of federal or state law; and
12. Damages payable under the Migrant and Seasonal Agricultural Worker Protection Act (29 U.S.C. Sections 1801 et seq.) and under any other federal law awarding damages for violation of those laws or regulations issued thereunder, and any amendments to those laws.

D. We Will Defend

We have the right and duty to defend, at our expense, any claim, proceeding or suit against you for damages payable by this insurance. We have the right to investigate and settle these claims, proceedings and suits.

We have no duty to defend a claim, proceeding or suit that is not covered by this insurance. We have no duty to defend or continue defending after we have paid our applicable limit of liability under this insurance.

E. We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding, or suit we defend:

1. Reasonable expenses incurred at our request, but not loss of earnings;
2. Premiums for bonds to release attachments and for appeal bonds in bond amounts up to the limit of our liability under this insurance;
3. Litigation costs taxed against you;
4. Interest on a judgment as required by law until we offer the amount due under this insurance; and
5. Expenses we incur.

F. Other Insurance

We will not pay more than our share of damages and costs covered by this insurance and other insurance or self-insurance. Subject to any limits of liability that apply, all shares will be equal until the loss is paid. If any insurance or self-insurance is exhausted, the shares of all remaining insurance and self-insurance will be equal until the loss is paid.

G. Limits of Liability

Our liability to pay for damages is limited. Our limits of liability are shown in Item 3.B. of the Information Page. They apply as explained below.

1. **Bodily Injury by Accident.** The limit shown for "bodily injury by accident—each accident" is the most we will pay for all damages covered by this insurance because of bodily injury to one or more employees in any one accident.

A disease is not bodily injury by accident unless it results directly from bodily injury by accident.

2. **Bodily Injury by Disease.** The limit shown for "bodily injury by disease - policy limit" is the most we will pay for all damages covered by this insurance and arising out of bodily injury by disease, regardless of the number of employees who sustain bodily injury by disease. The limit shown for "bodily injury by disease - each employee" is the most we will pay for all damages because of bodily injury by disease to any one employee.

Bodily injury by disease does not include disease that results directly from a bodily injury by accident.

3. We will not pay any claims for damages after we have paid the applicable limit of our liability under this insurance.

H. Recovery From Others

We have your rights to recover our payment from anyone liable for an injury covered by this insurance. You will do everything necessary to protect those rights for us and to help us enforce them.

I. Actions Against Us

There will be no right of action against us under this insurance unless:

1. You have complied with all the terms of this policy; and

2. The amount you owe has been determined with our consent or by actual trial and final judgment.

This insurance does not give anyone the right to add us as a defendant in an action against you to determine your liability. The bankruptcy or insolvency of you or your estate will not relieve us of our obligations under this Part.

**PART THREE
OTHER STATES INSURANCE**

A. How This Insurance Applies

1. This other states insurance applies only if one or more states are shown in Item 3.C. of the Information Page.
2. If you begin work in any one of those states after the effective date of this policy and are not insured or are not self-insured for such work, all provisions of the policy will apply as though that state were listed in Item 3.A. of the Information Page.
3. We will reimburse you for the benefits required by the workers compensation law of that state if we are not permitted to pay the benefits directly to persons entitled to them.
4. If you have work on the effective date of this policy in any state not listed in Item 3.A. of the Information Page, coverage will not be afforded for that state unless we are notified within thirty days.

B. Notice

Tell us at once if you begin work in any state listed in Item 3.C. of the Information Page.

**PART FOUR
YOUR DUTIES IF INJURY OCCURS**

Tell us at once if injury occurs that may be covered by this policy. Your other duties are listed here.

1. Provide for immediate medical and other services required by the workers compensation law.
2. Give us or our agent the names and addresses of the injured persons and of witnesses, and other information we may need.
3. Promptly give us all notices, demands and legal papers related to the injury, claim, proceeding or suit.

- 4. Cooperate with us and assist us, as we may request, in the investigation, settlement or defense of any claim, proceeding or suit.
- 5. Do nothing after an injury occurs that would interfere with our right to recover from others.
- 6. Do not voluntarily make payments, assume obligations or incur expenses, except at your own cost.

PART FIVE—PREMIUM

A. Our Manuals

All premium for this policy will be determined by our manuals of rules, rates, rating plans and classifications. We may change our manuals and apply the changes to this policy if authorized by law or a governmental agency regulating this insurance.

B. Classifications

Item 4 of the Information Page shows the rate and premium basis for certain business or work classifications. These classifications were assigned based on an estimate of the exposures you would have during the policy period. If your actual exposures are not properly described by those classifications, we will assign proper classifications, rates and premium basis by endorsement to this policy.

C. Remuneration

Premium for each work classification is determined by multiplying a rate times a premium basis. Remuneration is the most common premium basis. This premium basis includes payroll and all other remuneration paid or payable during the policy period for the services of:

- 1. all your officers and employees engaged in work covered by this policy; and
- 2. all other persons engaged in work that could make us liable under Part One (Workers Compensation Insurance) of this policy. If you do not have payroll records for these persons, the contract price for their services and materials may be used as the premium basis. This paragraph 2 will not apply if you give us proof that the employers of these persons lawfully secured their workers compensation obligations.

D. Premium Payments

You will pay all premium when due. You will pay the premium even if part or all of a workers compensation law is not valid.

E. Final Premium

The premium shown on the Information Page, schedules, and endorsements is an estimate. The final premium will be determined after this policy ends by using the actual, not the estimated, premium basis and the proper classifications and rates that lawfully apply to the business and work covered by this policy. If the final premium is more than the premium you paid to us, you must pay us the balance. If it is less, we will refund the balance to you. The final premium will not be less than the highest minimum premium for the classifications covered by this policy.

If this policy is canceled, final premium will be determined in the following way unless our manuals provide otherwise:

- 1. If we cancel, final premium will be calculated pro rata based on the time this policy was in force. Final premium will not be less than the pro rata share of the minimum premium.
- 2. If you cancel, final premium will be more than pro rata; it will be based on the time this policy was in force, and increased by our short-rate cancellation table and procedure. Final premium will not be less than the minimum premium.

F. Records

You will keep records of information needed to compute premium. You will provide us with copies of those records when we ask for them.

G. Audit

You will let us examine and audit all your records that relate to this policy. These records include ledgers, journals, registers, vouchers, contracts, tax reports, payroll and disbursement records, and programs for storing and retrieving data. We may conduct the audits during regular business hours during the policy period and within three years after the policy period ends. Information developed by audit will be used to determine final premium. Insurance rate service organizations have the same rights we have under this provision.

PART SIX—CONDITIONS

A. Inspection

We have the right, but are not obliged to inspect your workplaces at any time. Our inspections are not safety inspections. They relate only to the insurability of the workplaces and the premiums to be charged. We may give you reports on the conditions we find. We may also recommend changes. While they may help reduce losses, we do not undertake to perform the duty of any person to provide for the health or safety of your employees or the public. We do not warrant that your workplaces are safe or healthful or that they comply with laws, regulations, codes or standards. Insurance rate service organizations have the same rights we have under this provision.

B. Long Term Policy

If the policy period is longer than one year and sixteen days, all provisions of this policy will apply as though a new policy were issued on each annual anniversary that this policy is in force.

C. Transfer of Your Rights and Duties

Your rights or duties under this policy may not be transferred without our written consent.

If you die and we receive notice within thirty days after your death, we will cover your legal representative as insured.

D. Cancellation

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect.
2. We may cancel this policy. We must mail or deliver to you not less than ten days advance written notice stating when the cancellation is to take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.
3. The policy period will end on the day and hour stated in the cancellation notice.
4. Any of these provisions that conflict with a law that controls the cancellation of the insurance in this policy is changed by this statement to comply with the law.

E. Sole Representative

The insured first named in Item 1 of the Information Page will act on behalf of all insureds to change this policy, receive return premium, and give or receive notice of cancellation.

SOLE PROPRIETORS, PARTNERS, OFFICERS AND OTHERS COVERAGE ENDORSEMENT

An election was made by or on behalf of each person described in the Schedule to be subject to the workers compensation law of the state named in the Schedule. The premium basis for the policy includes the remuneration of such persons.

Schedule

Persons

State

Sole Proprietor:

Partners:

Officers:

Others:

ALL ELECTED OR APPOINTED OFFICIALS

KS

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium \$

Insurance Company

Countersigned by _____

PENDING RATE CHANGE ENDORSEMENT

A rate change filing is being considered by the proper regulatory authority. The filing may result in rates different from the rates shown on the policy. If it does, we will issue an endorsement to show the new rates and their effective date.

If only one state is shown in Item 3.A. of the Information Page, this endorsement applies to that state. If more than one state is shown there, this endorsement applies only in the state shown in the Schedule.

Schedule

State

KANSAS

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement
Insured

Effective Policy No.

Endorsement No.
Premium

Insurance Company

Countersigned by _____

PREMIUM DISCOUNT ENDORSEMENT

The premium for this policy and the policies, if any, listed in Item 3 of the Schedule may be eligible for a discount. This endorsement shows your estimated discount in Items 1 or 2 of the Schedule. The final calculation of premium discount will be determined by our manuals and your premium basis as determined by audit. Premium subject to retrospective rating is not subject to premium discount.

Schedule

1. State	Estimated Eligible Premium			
	First \$5,000	Next \$95,000	Next \$400,000	Balance
KS	0	.109	.126	.144

2. Average percentage discount: 4.40

3. Other policies:
NONE

4. If there are no entries in Items 1, 2 and 3 of the Schedule, see the Premium Discount Endorsement attached to your policy number:

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Insured	Effective Policy No.	Endorsement No. Premium
Insurance Company	Countersigned by _____	

CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM) PREMIUM ENDORSEMENT

This endorsement is notification that your insurance carrier is charging premium to cover the losses that may occur in the event of a Catastrophe (Other Than Certified Acts of Terrorism) as that term is defined below. Your policy provides coverage for workers compensation losses caused by a Catastrophe (Other Than Certified Acts of Terrorism). This premium charge does not provide funding for Certified Acts of Terrorism contemplated under the Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement (WC 00 04 22 C), attached to this policy.

For purposes of this endorsement, the following definitions apply:

- Catastrophe (Other Than Certified Acts of Terrorism): Any single event, resulting from an Earthquake, Noncertified Act of Terrorism, or Catastrophic Industrial Accident, which results in aggregate workers compensation losses in excess of \$50 million.
- Earthquake: The shaking and vibration at the surface of the earth resulting from underground movement along a fault plane or from volcanic activity.
- Noncertified Act of Terrorism: An event that is not certified as an Act of Terrorism by the Secretary of the Treasury pursuant to the Terrorism Risk Insurance Act of 2002 (as amended) but that meets all of the following criteria:
 - a. It is an act that is violent or dangerous to human life, property, or infrastructure;
 - b. The act results in damage within the United States, or outside of the United States in the case of the premises of United States missions or air carriers or vessels as those terms are defined in the Terrorism Risk Insurance Act of 2002 (as amended); and
 - c. It is an act that has been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- Catastrophic Industrial Accident: A chemical release, large explosion, or small blast that is localized in nature and affects workers in a small perimeter the size of a building.

The premium charge for the coverage your policy provides for workers compensation losses caused by a Catastrophe (Other Than Certified Acts of Terrorism) is shown in Item 4 of the Information Page or in the Schedule below.

Schedule		
State	Rate	Premium
KS	.02	\$84

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Insured

Policy No.

Endorsement No. Premium:

Insurance Company

Countersigned by _____

TERRORISM RISK INSURANCE PROGRAM REAUTHORIZATION ACT DISCLOSURE ENDORSEMENT

This endorsement addresses the requirements of the Terrorism Risk Insurance Act of 2002 as amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2019. It serves to notify you of certain limitations under the Act, and that your insurance carrier is charging premium for losses that may occur in the event of an Act of Terrorism.

Your policy provides coverage for workers compensation losses caused by Acts of Terrorism, including workers compensation benefit obligations dictated by state law. Coverage for such losses is still subject to all terms, definitions, exclusions, and conditions in your policy, and any applicable federal and/or state laws, rules, or regulations.

Definitions

The definitions provided in this endorsement are based on and have the same meaning as the definitions in the Act. If words or phrases not defined in this endorsement are defined in the Act, the definitions in the Act will apply.

“Act” means the Terrorism Risk Insurance Act of 2002, which took effect on November 26, 2002, and any amendments thereto, including any amendments resulting from the Terrorism Risk Insurance Program Reauthorization Act of 2019.

“Act of Terrorism” means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States, as meeting all of the following requirements:

- a. The act is an act of terrorism.
- b. The act is violent or dangerous to human life, property or infrastructure.
- c. The act resulted in damage within the United States, or outside of the United States in the case of the premises of United States missions or certain air carriers or vessels.
- d. The act has been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

“Insured Loss” means any loss resulting from an act of terrorism (and, except for Pennsylvania, including an act of war, in the case of workers compensation) that is covered by primary or excess property and casualty insurance issued by an insurer if the loss occurs in the United States or at the premises of United States missions or to certain air carriers or vessels.

“Insurer Deductible” means, for the period beginning on January 1, 2021, and ending on December 31, 2027, an amount equal to 20% of our direct earned premiums during the immediately preceding calendar year.

Limitation of Liability

The Act limits our liability to you under this policy. If aggregate Insured Losses exceed \$100,000,000,000 in a calendar year and if we have met our Insurer Deductible, we are not liable for the payment of any portion of the amount of Insured Losses that exceeds \$100,000,000,000; and for aggregate Insured Losses up to \$100,000,000,000, we will pay only a pro rata share of such Insured Losses as determined by the Secretary of the Treasury.

Policyholder Disclosure Notice

1. Insured Losses would be partially reimbursed by the United States Government. If the aggregate industry Insured Losses occurring in any calendar year exceed \$200,000,000, the United States Government would pay 80% of our Insured Losses that exceed our Insurer Deductible.
2. Notwithstanding item 1 above, the United States Government will not make any payment under the Act for any portion of Insured Losses that exceed \$100,000,000,000.
3. The premium charge for the coverage your policy provides for Insured Losses is included in the amount shown in Item 4 of the Information Page or in the Schedule below.

	Schedule	
State	Rate	Premium
KS	.009	\$38

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium

Insurance Company

Countersigned by _____

AUDIT NONCOMPLIANCE CHARGE ENDORSEMENT

Part Five – Premium, Section G. (Audit) of the Workers Compensation and Employers Liability Insurance Policy is revised by adding the following:

If you do not allow us to examine and audit all of your records that relate to this policy, and/or do not provide audit information as requested, we may apply an Audit Noncompliance Charge. The method for determining the Audit Noncompliance Charge by state, where applicable, is shown in the Schedule below.

If you allow us to examine and audit all of your records after we have applied an Audit Noncompliance Charge, we will revise your premium in accordance with our manuals and Part 5 – Premium E. (Final Premium) of this policy.

Failure to cooperate with this policy provision may result in the cancellation of your insurance coverage, as specified under this policy.

Note:

For coverage under state-approved workers compensation assigned risk plans, failure to cooperate with this policy provision may affect your eligibility for coverage.

Schedule		
State(s)	Basis of Audit Noncompliance Charge	Maximum Audit Noncompliance Charge Multiplier
KS	ESTIMATED ANNUAL PREMIUM	TWO TIMES

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Insured

Policy No.

Endorsement No. Premium:

Insurance Company

Countersigned by _____

90-DAY REPORTING REQUIREMENT - NOTIFICATION OF CHANGE IN OWNERSHIP ENDORSEMENT

You must report any change in ownership to us in writing within 90 days of the date of the change. Change in ownership includes sales, purchases, other transfers, mergers, consolidations, dissolutions, formations of a new entity, and other changes provided for in the applicable experience rating plan. Experience rating is mandatory for all eligible insureds. The experience rating modification factor, if any, applicable to this policy, may change if there is a change in your ownership or in that of one or more of the entities eligible to be combined with you for experience rating purposes.

Failure to report any change in ownership, regardless of whether the change is reported within 90 days of such change, may result in revision of the experience rating modification factor used to determine your premium.

This reporting requirement applies regardless of whether an experience rating modification is currently applicable to this policy.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium

Insurance Company

Countersigned by _____

PREMIUM DUE DATE ENDORSEMENT

This endorsement is used to amend:

Section D. of Part Five of the policy is replaced by this provision.

**PART FIVE
PREMIUM**

D. **Premium** is amended to read:

You will pay all premium when due. You will pay the premium even if part or all of a workers compensation law is not valid. **The due date for audit and retrospective premiums is the date of the billing.**

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium \$

Insurance Company

Countersigned by _____

EXPERIENCE RATING MODIFICATION FACTOR REVISION ENDORSEMENT

This endorsement is added to Part Five – Premium of the policy.

The premium for the policy is adjusted by an experience rating modification factor. The factor shown on the Information Page may be revised and applied to the policy in accordance with our manuals and endorsements. We will issue an endorsement to show the revised factor, if different than the factor shown, when it is calculated.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium:

Insurance Company

Countersigned by _____

WC 00 04 25
(Ed. 5-17)

KANSAS FINAL PREMIUM ENDORSEMENT

This endorsement changes how the final premium is determined. The change applies only to the premium charged because Kansas is shown in Item 3.A. of the Information Page

- Kansas final premium will not be less than the highest minimum premium for the classifications covered by this policy unless there are two or more classifications covered and the highest rated classification has less than \$500 payroll.
- When this occurs the final premium will not be less than one-half of the sum of the two highest minimum premiums for any classifications covered by the policy other than Clerical Office and Salespersons.
- When the highest rated classification has less than \$500 payroll and Standard Exception classifications are the only classifications showing payrolls, the final premium will not be less than the minimum premium for the classification showing the highest payroll.
- Final premium for a multiple state policy will be that of the state with the single highest minimum premium, even if that state is on an "if any" basis. If two or more states have the same highest minimum premium, the minimum premium is determined by the state with the largest amount of standard premium.
- Minimum premium is subject to final adjustment at audit and will be determined only on the basis of the classifications developing premium.
- If the final earned premium is less than the minimum premium determined at audit, then that minimum premium must be charged.
- If no classification develops premium, the final premium shall be a flat charge of \$200.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium

Insurance Company

Countersigned by _____

KANSAS CANCELATION AND NONRENEWAL ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Kansas is shown in Item 3.A. of the Information Page.

The Cancellation Condition of the policy is replaced by these two Conditions:

Cancellation

1. You may cancel this policy. You will mail or deliver advance written notice to us stating when the cancellation is to take effect.
2. We may cancel this policy. If we cancel because you fail to pay all premium when due, we will mail or deliver to you not less than 10 days advance written notice stating when the cancellation is to take effect. If we cancel for any other reason, we will mail or deliver to you not less than 30 days advance written notice stating when the cancellation is to take effect. Mailing notice to you at your last known address will be sufficient to prove notice.
3. If this policy has been in effect for 90 days or more, we may cancel only for one of the following reasons:
 - a. nonpayment of premium;
 - b. the policy was issued because of a material misrepresentation;
 - c. you violated any of the material terms and conditions of the policy;
 - d. there are unfavorable underwriting factors, specific to you, that were not present when the policy took effect;
 - e. the Commissioner has determined that our continuation of coverage could place us in a hazardous financial condition or in violation of the laws of Kansas; or
 - f. the Commissioner has determined that we no longer have adequate reinsurance to meet our needs.
4. Our notice of cancellation will state our reasons for canceling.
5. The policy period will end on the day and hour stated in the cancellation notice.

Nonrenewal

1. We may elect not to renew the policy. We will mail to you not less than 60 days advance written notice when the nonrenewal will take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice.
2. Our notice of nonrenewal will state our reasons for not renewing.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium \$

Insurance Company

Countersigned by _____

THE POLICY PROVISIONS WITH THE INFORMATION PAGE AND ENDORSEMENTS,
IF ANY, ISSUED TO FORM A PART THEREOF COMPLETE THIS POLICY

In Witness Whereof, we have caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by our authorized representative.

Levi S. Paulus , Secretary

Paul Lamb , Chief Executive Officer

February 17, 2022

Mayor and Council
c/o Ms. Audree Aguilera
City of Valley Falls
417 Broadway St.
Valley Falls, KS 66088

RE: Sewer Utility Rate Review

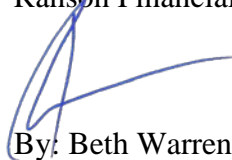
Dear Mayor and Council:

Ranson Financial Group, LLC (“Ranson”) appreciates the opportunity to provide a sewer utility (the “Utility”) rate review for the City of Valley Falls (the “City”). For more than fifteen years, our professionals have conducted various utility rate reviews for numerous Kansas local units of government.

To conduct a sewer utility rate review for the City, Ranson would propose a discounted fee of \$100.00 per hour (KMU member discount) and mileage at the maximum rate allowed by the IRS. Support staff time would be billed at \$50.00 per hour. This would be set at a maximum fee of \$2,500 which would include one trip to the City. For each additional requested trip to the City, the maximum fee will increase by \$1,300 per additional trip to allow for additional travel time and mileage.

Thank you again for the opportunity to work with the City. Please let me know if you have any questions or comments regarding this proposal.

Sincerely,
Ranson Financial Group, LLC



By: Beth Warren, Municipal Advisor

This proposal shall be valid for a period of ninety (90) days from the date appearing above.

Accepted by:

CITY OF VALLEY FALLS, KANSAS

By: _____

Title: _____

February 17, 2022

Mayor and Council
c/o Ms. Audree Aguilera
City of Valley Falls
417 Broadway St.
Valley Falls, KS 66088

RE: Water Utility Rate Review

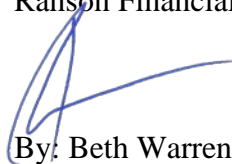
Dear Mayor and Council:

Ranson Financial Group, LLC (“Ranson”) appreciates the opportunity to provide a Water Utility (the “Utility”) rate review for the City of Valley Falls (the “City”). For more than fifteen years, our professionals have conducted various utility rate reviews for numerous Kansas local units of government.

To conduct a Water Utility rate review for the City, Ranson would propose a discounted fee of \$100.00 per hour (KMU member discount) and mileage at the maximum rate allowed by the IRS. Support staff time would be billed at \$50.00 per hour. This would be set at a maximum fee of \$2,500 which would include one trip to the City. For each additional requested trip to the City, the maximum fee will increase by \$1,300 per additional trip to allow for additional travel time and mileage.

Thank you again for the opportunity to work with the City. Please let me know if you have any questions or comments regarding this proposal.

Sincerely,
Ranson Financial Group, LLC



By: Beth Warren, Municipal Advisor

This proposal shall be valid for a period of ninety (90) days from the date appearing above.

Accepted by:

CITY OF VALLEY FALLS, KANSAS

By: _____

Title: _____

Applicant/Recipient Disclosure/Update Report

U.S. Department of Housing
and Urban Development

OMB Approval No. 2510-0011 (exp. 11/30/2018)

Instructions. (See Public Reporting Statement and Privacy Act Statement and detailed instructions on page 2.)

Applicant/Recipient Information

Indicate whether this is an Initial Report or an Update Report

1. Applicant/Recipient Name, Address, and Phone (include area code):	2. Social Security Number or Employer ID Number:
3. HUD Program Name	4. Amount of HUD Assistance Requested/Received
5. State the name and location (street address, City and State) of the project or activity:	

Part I Threshold Determinations

1. Are you applying for assistance for a specific project or activity? These terms do not include formula grants, such as public housing operating subsidy or CDBG block grants. (For further information see 24 CFR Sec. 4.3). <input type="checkbox"/> Yes <input type="checkbox"/> No	2. Have you received or do you expect to receive assistance within the jurisdiction of the Department (HUD), involving the project or activity in this application, in excess of \$200,000 during this fiscal year (Oct. 1 - Sep. 30)? For further information, see 24 CFR Sec. 4.9 <input type="checkbox"/> Yes <input type="checkbox"/> No.
---	--

If you answered "No" to either question 1 or 2, **Stop!** You do not need to complete the remainder of this form. **However,** you must sign the certification at the end of the report.

Part II Other Government Assistance Provided or Requested / Expected Sources and Use of Funds.

Such assistance includes, but is not limited to, any grant, loan, subsidy, guarantee, insurance, payment, credit, or tax benefit.

Department/State/Local Agency Name and Address	Type of Assistance	Amount Requested/Provided	Expected Uses of the Funds

(Note: Use Additional pages if necessary.)

Part III Interested Parties. You must disclose:

- All developers, contractors, or consultants involved in the application for the assistance or in the planning, development, or implementation of the project or activity and
- any other person who has a financial interest in the project or activity for which the assistance is sought that exceeds \$50,000 or 10 percent of the assistance (whichever is lower).

Alphabetical list of all persons with a reportable financial interest in the project or activity (For individuals, give the last name first)	Social Security No. or Employee ID No.	Type of Participation in Project/Activity	Financial Interest in Project/Activity (\$ and %)

(Note: Use Additional pages if necessary.)

Certification

Warning: If you knowingly make a false statement on this form, you may be subject to civil or criminal penalties under Section 1001 of Title 18 of the United States Code. In addition, any person who knowingly and materially violates any required disclosures of information, including intentional non-disclosure, is subject to civil money penalty not to exceed \$10,000 for each violation.

I certify that this information is true and complete.

Signature: X	Date: (mm/dd/yyyy)
---------------------	--------------------

[CLICK HERE FOR FORM FILL PDF](#) [CDBG Disclosure Report](#)

**** SEE GENERAL APPLICATION REQUIREMENTS FOR DISCLOSURE REPORT REQUIREMENTS ****



City of VALLEY FALLS

Incorporated May 17, 1854

City Administrator Report City Council March 2, 2022

- 1) CDBG Street Project -The final inspection will be completed March 3rd. After final inspection, the final Drawdown will be completed, closing out the project. The tax reimbursement form has been sent to the state. Estimated 120 days for reimbursement.
- 2) CDBG Sewer Project has officially awarded the City of Valley Falls for \$600,000. Attended CDBG Workshop on February 23rd. We begin the environmental process.
- 3) gWorks implementation has started. First utility bill on gWorks has been sent out. Will start data transfer of payroll, AP, and General Ledger now.
- 4) Personal Policies & Guidelines will be reviewed with Department Heads on March 8th. After which it will be sent the EMC Attorneys, then Leonard, and finally city council.
- 5) Fixed Asset Listing complete.
- 6) EMC Insurance renewal applications and update of fixed assets, bonds, drivers, and property. Final renewal documents will be ready for the city council meeting on March 16th.
- 7) Firewall at City Hall and Water Plant has been set up and completed.
- 8) Working on putting together Welcome Packets for new residents coming to town. Valley Falls Businesses can use this as a free opportunity to advertise with promotional material such as pamphlets, coupons, magnets, etc.
- 9) The Pumps for the River, Swimming Pool, and Sed Pond are completed. Public Works Department will work on reinstalling pumps.
- 10) Received initial contract with Jefferson County Humane Society for Animal Control Services. Also working with Banner Creek Animal Hospital as secondary for vicious animals. Will review with City Attorney and Police Department this week.
- 11) Working with KDOT for Street Lights at K-4 / K-16 and K-4/ Oak St intersections. Contacted neighbors for Oak Street Light request.
- 12) Met with Community Foundation for Entry Signs design and placement.
- 13) KRWA will be testing all our fire hydrants in the spring. This service is free.

Pending Projects

CDBG Street Project - Project Complete. Final Inspection March 3rd.

CDBG Sewer Project - Approval of \$600,000. Working on environmental review.

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

Opioid Settlement - Anticipated \$5/ Capita. 25% of Settlement shared 50/50 with cities and counties. Other 75% will be used for grants. This first round of payouts on the settlement will allow partnerships with other local entities.

Installation of Automatic Water Meters: 176 installed to date

Financials

Fund Balances As Of:

Fund #	Fund Name	Previous Balance	Current Balance
01	General	\$144,260.75	\$121,108.17
03	Water	\$145,525.00	\$136,076.56
04	Sewer	\$271,684.07	\$270,937.79
05	Capital Improvement	\$76,575.34	\$76,575.34
06	Street & Highway	\$25,583.23	\$25,583.23
07	Special Equipment Reserve	\$1,531.71	\$1,531.71
08	Solid Waste	\$50,322.19	\$42,382.52
09	Bond Fund	\$352,017.56	\$352,017.56

CITY OFFICE

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



City of
VALLEY FALLS

Incorporated May 17, 1869

Public Works Report
March 2, 2022

Water:

Awaiting Suez to contact us regarding clear well cleaning
No meters installed due to below freezing weather

Streets:

Snow/ice cleanup went well

Parks:

Got large elm in Grasshopper grove cut down will remove logs and brush as soon as we can do it
without causing rutting to the ground
Sent an email to corps of engineers asking about the other tree have not got a response yet

Sewers:

Spoke to more dirt work contractors about putting in bids for lagoon project, still awaiting response
We will be contacting Douglas pump Co. to have them install the gate valve at lagoon discharge near
the end of this month



VALLEY FALLS POLICE



★ BRANDON W. BINES ★
CHIEF OF POLICE

Council Meeting 03/02/2022

- Graphics for the patrol cars have arrived.
- Date scheduled to take charger to get driver door buffed out.
- The graphics will be applied to both vehicles later that week.
- Laptop stand for Expedition has arrived and installed into the vehicle.
- Met with School officials for plans on upcoming Sub-State Games.
- Will be coming up with a date to have a school poster contest. Poster will be judged by public and selected by VFPD. Winner will receive a prize.
- Officer Rivera and I attended Spike Strip training, offered **Free**. Purposes of this training is to reduce injuries and the risks involved in those involved and to end chases safely.
- 1 Drug Arrest, 1 Warrant Arrest made. A firearm with serial number removed was also recovered from a traffic stop in which ATF has been notified.
- VFPD hosted a Taser class for both VFPD and Meriden PD.
- Attended Rotary Club meeting with guest from Attorney Generals' Office who spoke about Human Trafficking
- Human Trafficking poster has been put up in the front window of City Hall
- A Human Trafficking awareness course for Law Enforcement will be tentatively scheduled upon the return of all officers from the academy.
- Officer Rivera has been doing good in training and begins the academy March 7th.
- Officer Davidson doing well and is set to graduate April 8th.
- Once Office Rivera leaves for school, I will begin background investigation on previously applied part time officers. Hope to hire 3-4 more part time.
- Narcotics Investigation ongoing.

"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

Enterpol Dispatch
Calls for Service by Type
Valley Falls PD Dispatch History

02/01/2022 to 02/28/2022

CAR STOP - CAR STOPS 1044 & 1045:	80
P911 - 911 CALL/HANGUP:	2
PAMBUL - ASSIST AMBULANCE:	1
PASSIS - ASSIST MOTORIST:	1
PCIVIL - CIVIL DISPUTE:	1
PHBO - HANDLED BY OFFICER:	3
PHONE - PHONE CALL:	1
PSIG24 - ANIMAL CALL:	1
PSIG29 - DISTURBANCE:	1
PSIG30 - SUSPICIOUS PERSON:	2
PSIG64 - TRAFFIC PROBLEM:	2
PVEHIC - SUSPICIOUS VEHICLE:	1
Total:	96

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Calls for Service by Type
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PSIG64 - TRAFFIC PROBLEM:	2
PVEHIC - SUSPICIOUS VEHICLE:	1
Total:	96

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;