



City of VALLEY FALLS

Incorporated May 17, 1869

City Council Agenda

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

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

April 5, 2023 6:30 PM
Regular Meeting

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL - City Council and Staff

MINUTES - Regular Meeting of March 15, 2023

PUBLIC HEARING: USDA Loan Application

PUBLIC COMMENTS & GUESTS:

Public Comment Policy

BUSINESS ITEMS:

1. Status Update 204 Walnut
2. Arbor Day Proclamation
3. Sexual Assault Awareness Proclamation
4. Valley Falls Housing Authority Board Appointment - Leslee Bowers
5. Codification Proposals
6. Waste Management Contract Amendment
7. Recycling Service
8. Waste Tire Grant Contract
9. No trucks Sycamore Street K-16 to K-4
10. EMC Insurance Deductibles
 - a. Current Deductibles - \$52,396 Premium
 - i. Wind and Hail - \$5,000
 - ii. All Perils - \$2,500
 - iii. Inland Marine - \$1,000
 - b. Increased Deductibles - \$48,396 Premium
 - i. Wind and Hail - \$10,000
 - ii. All Perils - \$5,000
 - iii. Inland Marine - \$1,000

INVOICES - \$ 30,008.76

TABLED ITEMS:

REPORTS:

CITY ADMINISTRATOR: Audree Guzman

PUBLIC WORKS: Bill McCoy

POLICE: Carrie Clark

MAYOR: Jeanette Shipley

FIRE DISTRICT: Salih Doughramaji

ECONOMIC DEVELOPMENT BOARD: Audree Guzman

PLANNING & ZONING COMMISSION: Audree Guzman

CITY COUNCIL COMMENTS/ FEEDBACK/ IDEAS

ANNOUNCEMENTS/ COMMUNICATIONS:

City offices closed April 7th in observance of Good Friday.

Easter Egg hunt April 8th at 3 PM.

Candidates running for office of Valley Falls City Council must file by June 1st at noon in the Jefferson County Clerk's office. The filing fee is \$20. There are 3 city council seats that will be elected in the November election.

EXECUTIVE SESSION

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: the City Administrator and City Attorney. The open meeting will resume in the city council room at ____PM.

ADJOURNMENT

CITY OF VALLEY FALLS

March 15, 2023

Open Meeting

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

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

Others present: Peter Ritchey, Chris Snyder, Kevin Gardner, Frank Peickionis, John Blessing, Scott Heinen, and Mark Jepson.

Minutes:

The minutes from the March 1, 2023, meeting was presented.

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

Public Comments & Guests: No comments

BUSINESS ITEMS:

1. 3-Month Extended Stay Request at RV Park – Mollie Kearney

Salih made a motion to approve the stay. Judy seconded the motion. Motion carried 3-0.

2. EMC Insurance Policy Renewal – Mark Jepson presented the renewal information for the City.

Gary made a motion to approve the renewal. Salih seconded the motion. Motion carried 3-0.

3. Workman's Comp Policy Renewal – Audree went over the renewal. Premium went down.

Gary made a motion to approve the renewal. Judy seconded the motion. Motion carried 3-0.

4. Trash Service Proposals – Audree presented the 2 bids received from Waste Management and LRS. WM was lower on all services except recycle. LRS advised they would be happy to discuss the rates in the bid. Stopping recycle service was discussed. Audree will put a survey on FB and see what response is received. Recycle will be paused for the time being.

Gary made a motion to approve the WM bid. Salih seconded the motion. Motion carried 3-0.

5. Centenarian Club Easter Egg Hunt Donation Request - \$150 –

Gary made a motion to approve the donation. Salih seconded the motion. Motion carried 3-0.

6. Vehicle Replacement – Public Works – Audree submitted quotes from Ford, Chevy, and Dodge of Topeka.

Gary made a motion to approve the purchase the Ford pickup. Salih seconded the motion. Motion carried 3-0.

7. KDHE Loan – Standard forms that need approved.

a. Lobbying Form

Gary made a motion to approve the form. Salih seconded the motion. Motion carried 3-0.

b. Legal Services Agreement

Gary made a motion to approve the agreement. Salih seconded the motion. Motion carried 3-0.

8. KDHE Loan Resolution Adopting Procurement Standards # 2023-01

Gary made a motion to approve the procurement resolution. Salih seconded the motion.

Motion carried 3-0.

9. USDA Loan Applicant Certification Form - Gary made a motion to approve the application.

Judy seconded the motion. Motion carried 3-0.

Vouchers:

The March 15, 2023, vouchers. Salih moved to approve vouchers. Judy seconded the motion.

Motion carried 3-0.

City Administrator:

Daily Operations

1. Audit Auditor was here on March 2nd and 3rd. RFP for audit services will be sent out after completion of audit presentation.

2. Barnes Addition Plot PEC has completed the draft. PEC is reviewing and will have for final signatures in the next few weeks.

3. Assistant Pool Manager Held interviews on March 7th for assistant pool manager position. John Frakes was offered and accepted the position.

4. Pool Drive Way – Work on the pool driveway has begun.

5. Economic Development Board – Collaborative meeting at work session on April 12th.

6. Planning Commission – K-State will help create the comprehensive plan in Spring 2024. This would be at no cost to the city. Public Hearing for amendment to Zoning Ordinance for Shipping Containers at next meeting on April 13th.

7. Water Source Project PEC is getting final information for proposal to move forward with test wells and information from the studies done in 2005.

8. Utility Mapping Met with KRWA on February 24th to update maps. Once updates with KRWA are complete PEC will host updated Sewer and Water maps.

9. 419 Broadway St Condemnation Next progress update June 7th.

10. 204 Walnut St Condemnation Next update April 5th.

11. 207 Sycamore St Condemnation No progress. Next update April 19th.

Grants & Projects

1. CDBG Sewer Project Phase 1- Bid opening on Feb 21st. Must have contract awarded by 3/15/2023.

2. CDBG Community Facilities –Notified Brett Waggoner and PEC that city will not be applying for CDBG Sidewalk Project at this time. Focus will be on KDOT TA instead.

3. KDHE Waste Tire Grant – Submitted. Awards announcements anticipated in April.

- 4. USDOT Safety Action Plan Grant** – Awarded grant of \$40,000 Federal Funding and \$5,000 KDOT. City share is \$5,000. The plan can include sidewalks, bike routes, streets and more. Work with PEC as Engineer for this project.
- 5. KDOT TA.** Applications are due in February 2024. Working with PEC for grant application and engineering estimates.
- 6. KDOT Safe Routes to School** Applications are due in February 2024. Working with PEC for grant application and engineering estimates.
- 7. Kansas Forestry Grants** Submitted proposal for Kansas Forestry Grants. This is the city proposal for the state to apply for the federal dollars.
- 8. Fire Hydrant Testing** – Reached out to KRWA to start the project. They have added us to the schedule to start the flow testing. This will be done over several days when the weather is above freezing. This service is free.
- 9. American Rescue Plan Act (ARPA)** – Projects completed to date include: gWorks Software, RV Park Electrical Upgrade. Funds used to date: \$23,851.40. Projects pending to date include: KDOT TA Downtown Streetscape Project. Remaining Funds: \$145,106.96.
- 10. Opioid Settlement** – Total received to date is \$2,952.96. \$0.00 expended. Working with PD on possible uses of funds and application of opioid settlement grant.
- 11. K-4 / K-16 Street Lights** – Estimate received from PEC. Around \$30,000 to add lighting. KDOT is going to perform a safety study. If warranted by KDOT, the light cost will be covered by KDOT. Safety study is anticipated to be completed in Spring 2023.
- 12. KDHE Lead & Copper** Lead & Copper Inventory due to KDHE by October 16, 2024. Getting estimate from PEC for consultant for this project.
- 13. Automatic Water Meters** – 330 meters installed to date. Total of 493 water meters.

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

Water:

Bought some extra water meter lids and rings from the city of Nortonville we can use some of them to replace the ones that we have.

Working on mapping the waterline from the city lake and correcting other lines that are currently not drawn correctly on the KRWA GIS map.

Finished and submitted our annual water loss report.

Sewer:

Douglas pump company will be here sometime after the 20th but before the 31st to install the gate valve at the lagoon.

Got a new sump pump to replace the one in the lift station due to leakage.

Met with a sales representative for Mid-America pump they are able to do service calls on most of the pumps we have.

Streets:

Got the school zone light installed with the assistance of the chief and Dan Heinen.

General:

Getting the tractor breaks repaired so we can return it to service.

Police:

- * March 3rd all officers were on duty to conduct a saturation patrol of the city. Several traffic stops were conducted.
- * STA Care Center meeting with Meagan, to discuss their services for sexual assault victims
- * Mary from Willows Domestic Violence Center meeting to discuss and arrange training for our officers and other agencies
- * TFM Communications is installing the camera in the Expedition this week
- * Kage Manufacturing is scheduled for installing the cage once he receives the metal for it
- * New tires placed on the Explorer
- * Officer Taylor completed his first week at the academy
- * I attended Refresher Course on SFSTs (Standard Field Sobriety Testing)
- * Part Time Colt Melling, passed the psychological from the Guidance Center, he will start his training with me
- * City Administrator and I met with Sheriff Jeff Herrig on Thursday, March 9th

Mayor: No Report.

Fire District: No Report.

Economic Development Board: No Report

Planning & Zoning Commission: No Report

City Council Comments: None

ADJOURNMENT

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

APPROVED: _____
JEANETTE SHIPLEY, MAYOR

ATTEST: _____
CHRISTINE WEISHAAR, CITY CLERK



City of
VALLEY FALLS

Incorporated May 17, 1869

PUBLIC COMMENT POLICY

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

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

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

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



*** OFFICIAL PROCLAMATION ***

WHEREAS in 1872, the Nebraska Board of Agriculture established a special day to be set aside for the planting of trees, *and*

WHEREAS this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, *and*

WHEREAS Arbor Day is now observed throughout the nation and the world, *and*

WHEREAS trees can be a solution to combating climate change by reducing the erosion of our precious topsoil by wind and water, cutting heating and cooling costs, moderating the temperature, cleaning the air, producing life-giving oxygen, and providing habitat for wildlife, *and*

WHEREAS trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and countless other wood products, *and*

WHEREAS trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, *and*

WHEREAS trees — wherever they are planted — are a source of joy and spiritual renewal.

NOW, THEREFORE, I, _____, Mayor of the City of _____, do hereby proclaim _____ as **ARBOR DAY**

In the City of _____, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, *and*

FURTHER, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

DATED THIS _____ day of _____, _____

Mayor _____



City of
VALLEY FALLS

Incorporated May 17, 1854

PROCLAMATION

Sexual Assault Awareness Month – April 2023

Whereas, nationally one in two women and one in three men will experience some form of sexual assault in their lifetime; and

Whereas, Sexual Assault Awareness Month draws attention to the fact that sexual violence is widespread and has implications for every community member; and

Whereas, there is compelling evidence that we can be successful in reducing sexual violence through prevention education, increased awareness, and holding perpetrators who commit acts of violence responsible for their actions; and

Whereas, we must work together to educate our community about what can be done to prevent sexual assault and how to support survivors; and

Whereas, anyone can be a leader in preventing and ending sexual violence. As employers, educators, parents, and friends, we all have an obligation to uphold the basic principle that every individual should be free from violence and fear; and

Whereas, our theme for Sexual Assault Awareness Month this year is “Start the Conversation,” we encourage every person to start conversations about what sexual violence is, how to prevent it, and how to help survivors connect with services, and to speak out against harmful attitudes and actions.

Now therefore, be it resolved, that the City of Valley Falls Governing Body, on behalf of all residents of Valley Falls, does hereby proclaim the month of **April 2023**, as **Sexual Assault Awareness Month** in Valley Falls, to keep our community members safe from this crime and to stand with survivors and victims of sexual assault.

Jeanette Shipley, Mayor

ATTEST:

Christine Weishaar, City Clerk

Date this 5th day of April, 2023

City of Valley Falls, County of Jefferson, State of Kansas

Certificate of Appointment/Reappointment

Member of Housing Authority Board

THIS IS TO CERTIFY, that on the ___ day of April, 2023, Leslee Bowers, was appointed to a regular X, expired X, unexpired ___, three-year term as a member of the Housing Authority of the City of Valley Falls, Jefferson County, Kansas, by the Mayor of the City of Valley Falls, with the advice and consent of the Board of Commissioners of the City of Valley Falls, Kansas, pursuant to the provisions and conditions of the Ordinance of the City of Valley Falls, Kansas, and the General Statutes of the State of Kansas

The term expires on the ____ day of April, 2026. Board of Commissioners of the Housing Authority of Valley Falls, Kansas.

GIVEN AT MY HAND this _____ day of _____, 2023, under the corporate seal of the City of Valley Falls, Kansas, affixed and attested by the City Clerk.

Mayor

Attested:

City Clerk

Cost Comparison for Codification

Company	Implementation Cost	Annual Host Cost
Ranson Financial	\$3,750	\$1,250
CivicPlus (MuniCode)	\$400	\$1,750
CivicPlus (MuniCode) City Updates	\$1,400	\$1,200
Franklin Legal Publishing (eCode)	No Response	
Code Publishing Co	No Response	
American Legal Publishing (LKM)	\$8,000	\$775

**AMENDMENT TO
MUNICIPAL RECYCLING AND WASTE AGREEMENT]**

This Amendment to the Municipal Recycling and Waste Agreement (the “Amendment”) is entered into on April 5, 2023 by and between Waste Management of Kansas, Inc. (“WM”) and the City of Valley Falls, Kansas (“City”).

Recitals

- A. City and WM entered into a Municipal Recycling and Waste Agreement on or about April 16, 2020 (the “Agreement”); and is set to expire on April 30, 2023
- B. The parties desire to extend the term of Agreement; and amend as follows

Agreement

The parties agree to amend the Agreement in the following manner:

1) Section II, Term, shall be amended to extend the Agreement for an additional three (3) years commencing on May 1, 2023, and ending April 30, 2026, and thereafter shall automatically renew for successive renewal terms of one year each, unless either Party gives the other Party written notice of its intention to terminate the Agreement at least ninety (90) days prior to the end of the then-current term.

2) The monthly fee paid to WM for Collection Services shall be increased to \$16.83 effective on May 1, 2023, and shall remain firm through April 30, 2026 except for rate modifications allowed by section V. e, Changes in Law. A Residential Unit may request a second Cart for \$7.50 per month.

3) Bulk Item Collection. A Residential Unit shall contact the City directly to schedule the collection of a Bulk Item as defined in the Agreement. All Bulk Item collections must be scheduled with WM at least 48 hours in advance of the collection date. All Bulk Item collections will occur on the weekly collection day during the 1st and 3rd weeks of each month. The cost for a Bulk Item collection will be \$25.00 per item commencing May 1, 2023, billed to the City.

4) The table in section V. b. Service Fee per Commercial Unit shall be removed and replaced with the table attached hereto and shall become Exhibit B to the Agreement

5) Except as modified herein, the terms and conditions of the Agreement shall continue in full force and effect.

The parties have caused this Amendment to be executed by their duly authorized representatives effective as of the day and year first above written.

Waste Management of Kansas, Inc.

City of Valley Falls, Kansas

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT B TO THE AGREEMENT

City Facilities with one 96-gallon cart only will be included at no charge.

YEAR 1 PRICING

VALLEY FALLS Commercial Trash Price Matrix	
Container Size	1X
96GAL TOTER	\$18.70
2YD	\$61.00
3YD	\$72.65
4YD	\$85.05
6YD	\$107.35
8YD	\$123.55

VALLEY FALLS MSW Rolloff		
<u>Container</u>	<u>Haul</u>	<u>Disposal</u>
40YD	\$319.00/Haul	\$41.75/Ton

VALLEY FALLS RECYCLING ROLLOFF		
<u>Container/Waste Stream</u>	<u>Haul</u>	<u>Disposal</u>
40YD/Single Stream	\$319.00/Haul	\$88.75/Ton

YEAR 2 PRICING

VALLEY FALLS Commercial Trash Price Matrix	
Container Size	1X
96GAL TOTER	\$19.64
2YD	\$64.05
3YD	\$76.28
4YD	\$89.30
6YD	\$112.72
8YD	\$129.73

VALLEY FALLS MSW Rolloff		
<u>Container</u>	<u>Haul</u>	<u>Disposal</u>
40YD	\$334.95/Haul	\$43.84/Ton

VALLEY FALLS RECYCLING ROLLOFF		
<u>Container/Waste Stream</u>	<u>Haul</u>	<u>Disposal</u>
40YD/Single Stream	\$334.95/Haul	\$93.19/Ton

YEAR 3 PRICING

VALLEY FALLS Commercial Trash Price Matrix	
Container Size	1X
96GAL TOTER	\$20.62
2YD	\$67.25
3YD	\$80.09
4YD	\$93.77
6YD	\$118.36
8YD	\$136.22

VALLEY FALLS MSW Rolloff		
<u>Container</u>	<u>Haul</u>	<u>Disposal</u>
40YD	\$351.70/Haul	\$46.03/Ton

VALLEY FALLS RECYCLING ROLLOFF		
<u>Container/Waste Stream</u>	<u>Haul</u>	<u>Disposal</u>
40YD/Single Stream	\$351.70/Haul	\$97.85/Ton

CONTRACT

Between

SECRETARY of HEALTH and ENVIRONMENT of KANSAS

And

City of Valley Falls

SUBJECT: Kansas Waste Tire Grant Program
DIVISION: Environment – Bureau of Waste Management

CONTRACT PERIOD: May 1, 2023 – April 30, 2027

FISCAL REIMBURSEMENT PERIOD: May 1, 2023 – April 30, 2024

CONTRACT AMOUNT: \$2,599.00

This agreement between the Secretary of the Kansas Department of Health and Environment, herein known as KDHE, and City of Valley Falls herein known as the Grantee, takes effect May 1, 2023 and terminates April 30, 2027.

In consideration of the mutual promises contained hereinafter, the parties therefore covenant that:

- I. KDHE shall:
 - (1) Pay the Grantee up to 50% of eligible costs incurred, for conducting the activities outlined in Section II (3). KDHE shall be authorized to order repayment of any disbursed grant monies if Grantee violates any provision of the contract.
 - (2) Advance 50% of the total grant amount upon execution of the contract.
 - (3) Reimburse the remainder of the grant award upon receipt of Affidavits of Expenditures supported by evidence of expenditure.
 - (4) Retain 10% of the total grant amount until a final report and any additional required documentation has been received and approved by KDHE.
 - (5) Provide technical assistance to the Grantee.
 - (6) Monitor the program for compliance with the approved project proposal.

II. The Grantee shall:

- (1) Accept the responsibility for risks associated with services performed before this contract is fully executed by final signature of the Secretary of KDHE.
- (2) Purchase eligible items included in the original grant proposal for City of Valley Falls, which is incorporated herein. Eligible items include products made from Kansas waste tires; shipping expenses; supplies such as color, binder, coating; installation of pour-in-place playground surfacing and approved signage. Waste tire-derived products must be purchased within six (6) months of the award date, or the advance payment will be returned to KDHE.
- (3) Fulfill the 50% match required by K.S.A. 65-3415(c) by providing at least \$2,599.00 in financial and in-kind project resources. Match must be spent in proportion with grant funding.
- (4) Submit an affidavit of expenditure form (including receipts and expense documentation) for reimbursement of expenses. These expenses shall be only for items agreed to in the accepted project proposal document. Grantees are encouraged to spend the entire grant and request reimbursement as soon as possible. Grantee must return any unused funds to KDHE within 30 days of the fiscal reimbursement expiration date.
- (5) Obtain prior, written approval is required for a modification from the approved grant (e.g. reallocating dollar amounts among budget categories within the existing award amount or changing the scope of the project). A request to amend the approved grant/budget form must be submitted and approved by KDHE in its discretion. The original award amount may not be increased. When the grant/budget amendment has been approved by written consent, the amendment will become the official approved budget. The Governor's Solid Waste Grants Advisory Committee must approve reallocation requests.
- (6) Submit a summary report and affidavit of expenditures and supporting documentation in the required format to be received by KDHE no later than May 31, 2024. Affidavits submitted after May 31, 2024, at the sole discretion of KDHE, may be considered for reimbursement. Reimbursement will only be considered if the total amount of the grant has not been exhausted and the funds are available.
- (7) Include photos, a breakdown of all costs, and a narrative description of the project and a summary of the results in a summary report submitted to KDHE. A checklist to assist with the completion of the summary report will be provided by KDHE. If possible, the Grantee should document the project with news clippings and/or videos and include such items in the summary report.
- (8) **Submit to KDHE evidence of property insurance, or other documentation, demonstrating coverage for facilities, materials and/or products funded by the grant** whose individual cost exceeds \$1,000. The evidence of property insurance shall be submitted to KDHE for review and approval within 30 days of the purchase of product(s). In the event there is damage to the facility and/or product(s) funded by the grant which results in an insurance payment, Grantee agrees to utilize the proceeds to repair, replace, or rebuild the damaged items. If Grantee decides not to repair, replace, or rebuild the damaged items, Grantee agrees to reimburse KDHE for a pro-rated portion of said grant-funded project.
- (9) Maintain complete, accurately documented and current accounting of all program funds including match expended to provide an audit trail to source documentation. Other reports requested by KDHE shall be submitted within 30 days from KDHE's request.
- (10) Obtain prior approval from KDHE before purchasing any item not listed in the project proposal, if said item is to be purchased in whole or in part with State funds under this contract.
- (11) Insure that the materials received match the Playground Surfaces product that was tested to meet

ASTM 1292-04 (Head Impact - critical fall height criteria) and ASTM F1951 (Standard Specification for Determination of Accessibility to Surface Systems Under and Around Playground Equipment) as listed by name on KDHE's approved products and vendor list.

- (12) Install playground surfacing according to manufactures guidelines and conforming to the current Consumer Product Safety Commission Guidelines for Public Playground Safety (Publication 325). Submit a Certificate of Installation on a form provided by KDHE that certifies the Quality Officer was on site during all construction activities.
- (13) Require contracts for services that provide for payment only for: services rendered, specific timetables, procedures for billing, work to be done, and how Grantee will compensate the contractor. The contract shall include a definition and description of the services to be provided by the contractor.
- (14) Comply with all applicable federal, state and local laws and regulations regarding proper playground and park installations.
- (15) Agree to allow KDHE or any of its employees or agents to enter and freely move about all property in which work connected to this grant contract is being or has been performed for the purposes of: interviewing site personnel and contractors; auditing and inspecting records, contracts and any other documents pertaining to the activities involved; and reviewing the progress of Grantee in completing its duties under the grant contract.
- (16) Permit KDHE to take any pictures or to conduct videotaping at the site. Grantee also agrees to permit KDHE, its employees or agents to inspect and copy all records, files, photographs, documents and other writings that pertain to work undertaken in connection with this grant contract.
- (17) Agree to preserve all records pertaining to the work conducted in connection with this grant contract during the time the grant contract is in effect, and following termination of the contract, in accordance with the Public Records Preservation Act, K.S.A. 45-401, et seq.
- (18) Post the sign provided by KDHE and/or use the designated logo and recognize the source of grant money at the project site, on capital equipment, and promotional materials. The signage should include language that states, "materials made from recycled tires funded in part by a Waste Tire Management Grant from the Kansas Department of Health and Environment".
- (19) Agree to participate in Keep It Clean Kansas public education campaigns and KDHE outreach activities in a manner that is appropriate to the Grantee's needs.
- (20) Agree to complete and return annual KDHE surveys.
- (21) **Certify by accepting this grant that this project is ADA compliant, or is part of an overall facilities system that provides ADA access and compliance pursuant to all local, state and federal requirements.**
- (22) Immediately return any unused funds upon voluntary termination of the contract by either Party.
- (23) Grantee shall ensure it complies with all applicable requirements of Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and Section 13 of the Federal Water Pollution Control Act Amendments of 1972. If Grantee subcontracts, assigns, or transfers any of the work contemplated by this agreement to another party, Grantee is responsible for ensuring such subcontractor, assignee, or transferee also complies with these federal non-discrimination laws.

III. Both parties mutually agree that:

- (1) This agreement may be terminated by either party by giving at least thirty days' written notice in advance of the effective date of cancellation to the other party. Upon voluntary termination of the contract, the Grantee is required to submit a final report. Grantee's obligations in the contract regarding disbursed money or equipment purchased with grant money shall remain in effect for the duration of the contract period.
- (2) The provisions found in Contractual Provisions Attachment A (Form DA-146a), which is attached hereto, are hereby incorporated in this contract and made a part thereof.
- (3) The provisions found in the Policy Regarding Sexual Harassment, Attachment B, which is attached hereto, are hereby incorporated in this contract and made a part thereof.
- (4) Failure of the grantee to comply with any of the provisions of this grant will be deemed a violation and material breach of this agreement and KDHE may, at its discretion, refuse to release funds to Grantee as well as pursue any and all available legal remedies. KDHE is only liable for reimbursement for actions and services actually rendered pursuant to the terms of this agreement.
- (5) This agreement creates no property right to any grant money. Grantor reserves the right to disallow any expenditure upon review. It is understood that there is no right of appeal from any decision of KDHE for any payment or non-payment of grant money. The Secretary reserves the right to adjust the amount of grant money disbursed based upon availability of funding.
- (6) K.S.A. 65-3415(f) states that the grantee shall not be eligible to receive grants authorized by K.S.A. 65-3415 if the grantee is operating in substantial violation of applicable solid and hazardous waste laws or rules and regulations. This also includes complying with K.S.A. 65-3405, the statute requiring solid waste management plans. Failure of a county or regional authority to comply with K.S.A. 65-3405 shall bar receipt of any grant funds by any entity within the jurisdiction of such county or regional authority unless the grant would support a project expected to yield benefits to counties outside the jurisdiction of such county or regional authority.
- (7) In the event the Grantee operates in substantial violation of applicable solid or hazardous waste laws or utilizes grant money for any unauthorized purpose, the Grantee will not meet KDHE's minimum requirements for grant eligibility for future grants authorized by K.S.A. 65-3401, et seq. and will not be eligible for such grants.
- (8) K.S.A. 65-3415(g) authorizes the Secretary to take action if a grant recipient has utilized grant moneys for unauthorized purposes. This could include ordering the repayment of any grant money, canceling department commitments or filing an action in district court for recovery of grant funds and expenses.
- (9) This agreement constitutes the whole agreement between the parties, and it is mutually understood and agreed that no alternative or variation to the terms of this agreement shall be valid unless amendments hereto are made in writing and agreed to by both parties.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures on the dates indicated.

Janet Stanek, Secretary
Kansas Department of Health and Environment

Date

Audree Guzman
City Administrator
City of Valley Falls

Date

CONTRACTUAL PROVISIONS ATTACHMENT

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

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

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

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

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

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

Policy Regarding Sexual Harassment

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

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

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

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

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

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

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

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

Signature and Date

Printed Name

Should the recycling service be discontinued?

Should the recycling service be discontinued?

90 answers

Service	Rate w/o Recycling
96 Gal Cart - Residential	\$17.83
96 Gal Cart - Commercial	\$21.62
2 yard dumpster	\$68.25
3 yard dumpster	\$81.09
4 yard dumpster	\$94.77
6 yard dumpster	\$119.36
8 yard dumpster	\$137.22

Yes = Lower Trash Rate

33 votes

36.7%

Service	Rate w/ Recycling
96 Gal Cart - Residential	\$25.83
96 Gal Cart - Commercial	\$29.62
2 yard dumpster	\$76.25
3 yard dumpster	\$89.09
4 yard dumpster	\$102.77
6 yard dumpster	\$127.36
8 yard dumpster	\$145.22

No = Higher Trash Rate

57 votes

63.3%



City of
VALLEY FALLS

Incorporated May 17, 1869

COUNCIL MEETING DATE: April 5, 2023

INVOICES IN THE TOTAL AMOUNT OF: \$30,008.76

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 April, 2023

City Clerk

ACCOUNTS PAYABLE REPORT

VENDOR NAME DEPARTMENT	LINE	INVOICE NUMBER	REFERENCE	PAYMENT AMOUNT
AFLAC				
LIABILITIES	INSURANCE PAYABLE	275842	cafeteria	157.68
LIABILITIES	INSURANCE PAYABLE	275842	cafeteria	185.85
LIABILITIES	INSURANCE PAYABLE	275842	cafeteria	185.85
***** VENDOR TOTAL *****				529.38
AFLAC INC				
ADMINISTRATION	BENEFITS	228133	VISION INSURANCE	33.78
POLICE	BENEFITS	228133	VISION INSURANCE	67.63
STREET	BENEFITS	228133	VISION INSURANCE	25.62
WATER	BENEFITS	228133	VISION INSURANCE	25.62
SEWER	BENEFITS	228133	VISION INSURANCE	25.64
***** VENDOR TOTAL *****				178.29
AUDREE GUZMAN				
WATER	TRAINING/CONFERENCES	03312023	Mileage Reimbursement - KRWA	111.35
SEWER	TRAINING/CONFERENCES	03312023	Mileage Reimbursement - KRWA	111.35
***** VENDOR TOTAL *****				222.70
B&B TREE REMOVAL				
PARKS	FACILITIES MAINTENANCE	03292023	Tree removal at BBall fields	2,700.00
***** VENDOR TOTAL *****				2,700.00
BUTCH BURDIEK				
POOL	CAPITAL OUTLAY/CARRY OVER	03152023	Driveway at pool	8,700.00
WATER	CONTRACTUAL	02212023	Water Leak on Fisher	2,500.00
***** VENDOR TOTAL *****				11,200.00
CAROLYN CLARK				
POLICE	TRAINING/CONFERENCES	04032023	DUI training - lunch	10.95
***** VENDOR TOTAL *****				10.95
CHRIS WEISHAAR				
ADMINISTRATION	TRAINING/CONFERENCES	03272023	mileage reimbursement ccmfoa	125.76
***** VENDOR TOTAL *****				125.76
CITY OF NORTONVILLE				
WATER	COMMODITIES	03012023	Meter Lids	490.00
***** VENDOR TOTAL *****				490.00
CORE & MAIN				
WATER	COMMODITIES	03242023	Meter Pits	551.53

ACCOUNTS PAYABLE REPORT

VENDOR NAME DEPARTMENT	LINE	INVOICE NUMBER	REFERENCE	PAYMENT AMOUNT
CORE & MAIN				
***** VENDOR TOTAL *****				551.53
COUNTRY HARVEST APPLE MARKET				
WATER	COMMODITIES	03312023	Ice	5.99
***** VENDOR TOTAL *****				5.99
GIANT COMMUNICATIONS				
ADMINISTRATION	UTILITIES AND PHONE	04012023	Phone	58.63
POLICE	UTILITIES AND PHONE	04012023	Phone	58.63
WATER	UTILITIES AND PHONE	04012023	Phone	58.63
SEWER	UTILITIES AND PHONE	04012023	Phone	58.62
***** VENDOR TOTAL *****				234.51
HAWKINS				
WATER	CONTRACTUAL	6423333	Chlorine Cylinder	60.00
***** VENDOR TOTAL *****				60.00
HEINEN P-H-E SERVICES				
ADMINISTRATION	FACILITIES MAINTENANCE	03142023	Light in utility closet	70.00
***** VENDOR TOTAL *****				70.00
HOLLIS TRUCK LINE LLC				
WATER	COMMODITIES	20230696	Rock	200.00
SEWER	COMMODITIES	20230697	Rock	200.00
***** VENDOR TOTAL *****				400.00
KDHE LABORATORIES				
WATER	CONTRACTUAL	60898	Water Samples	449.00
***** VENDOR TOTAL *****				449.00
KENNETH MAXWELL				
WATER	TRAINING/CONFERENCES	pw03312023	Mileage Reimbursement - KRWA	111.35
SEWER	TRAINING/CONFERENCES	pw03312023	Mileage Reimbursement - KRWA	111.35
***** VENDOR TOTAL *****				222.70
LEONARD L. BUDDENBOHM				
ADMINISTRATION	CONTRACT LABOR	03.2023	City Attorney Charges	1,000.00
***** VENDOR TOTAL *****				1,000.00
MID-AMERICAN RESEARCH CHEMICAL				
SEWER	COMMODITIES	0785640	Degreaser	763.16

ACCOUNTS PAYABLE REPORT

VENDOR NAME DEPARTMENT	LINE	INVOICE NUMBER	REFERENCE	PAYMENT AMOUNT
MID-AMERICAN RESEARCH CHEMICAL				
***** VENDOR TOTAL *****				763.16
MIDWEST OFFICE TECHNOLOGY ADMINISTRATION	CONTRACTUAL	354298	Copies	82.03
***** VENDOR TOTAL *****				82.03
MOTOROLA SOLUTIONS INC POLICE	EQUIPMENT/UNIFORMS	8281575180	Watch Guard Camera	325.00
***** VENDOR TOTAL *****				325.00
NORTHEAST KANSAS HARVEST STREET	VEHICLE MAINTENANCE/FUEL	2644s	Tractor Repair	497.92
WATER	VEHICLE MAINTENANCE/FUEL	2644s	Tractor Repair	497.90
SEWER	VEHICLE MAINTENANCE/FUEL	2644s	Tractor Repair	496.46
***** VENDOR TOTAL *****				1,492.28
PEC WATER	CONTRACTUAL	529260	GIS Mapping	868.75
SEWER	CONTRACTUAL	529260	GIS Mapping	868.75
SEWER	GRANTS & DONATIONS	529259	Sewer Phase 1 Design	5,305.00
***** VENDOR TOTAL *****				7,042.50
PETRO VALLEY FALLS POLICE	VEHICLE MAINTENANCE/FUEL	03152023	FUEL	333.72
STREET	VEHICLE MAINTENANCE/FUEL	03152023	FUEL	31.00
WATER	VEHICLE MAINTENANCE/FUEL	03152023	FUEL	31.00
SEWER	VEHICLE MAINTENANCE/FUEL	03152023	FUEL	31.00
***** VENDOR TOTAL *****				426.72
SCHULTE SUPPLY WATER	COMMODITIES	1197522.002	Radio Antenna	184.00
WATER	COMMODITIES	1197778.001	water meter gasket	389.40
***** VENDOR TOTAL *****				573.40
SCOTTS AUTO MAINTENANCE POLICE	VEHICLE MAINTENANCE/FUEL	2303-18	oil change - expedition inspection	191.67
***** VENDOR TOTAL *****				191.67
TFM COMM INC POLICE	VEHICLE MAINTENANCE/FUEL	226542	CAMERA SYSTEM INSTALL	494.99

ACCOUNTS PAYABLE REPORT

VENDOR NAME DEPARTMENT	LINE	INVOICE NUMBER	REFERENCE	PAYMENT AMOUNT
TFM COMM INC				
***** VENDOR TOTAL *****				----- 494.99
TOPEKA PHYSICIAN GROUP LLC POLICE	CONTRACTUAL	03152023	PHYSICAL	166.20
***** VENDOR TOTAL *****				----- 166.20
***** REPORT TOTAL *****				=====
				30,008.76

DEPARTMENT	INV	PAYMENTS
LIABILITIES	3	529.38
ADMINISTRATION	6	1,370.20
POLICE	8	1,648.79
STREET	3	554.54
PARKS	1	2,700.00
POOL	1	8,700.00
WATER	16	6,534.52
SEWER	10	7,971.33
DEPARTMENT TOTALS	48	30,008.76



City of VALLEY FALLS

Incorporated May 17, 1854

City Administrator Report City Council April 5, 2023

Daily Operations

1. **Audit Auditor** was here on March 2nd and 3rd. Reached out for update on Audit presentation. RFP for audit services will be sent out after completion of audit presentation.
2. **Pool Shirts** Designed a new shirt for the pool staff
3. **Water Violation Letter** The City received a letter of violation from KDHE on Monday, March 24th. The violation was due to an increase in Trihalomethanes in Q1 sample. Trihalomethanes are a bi-product of chlorine. These levels can increase due to a drop in temperature. The cold weather is most likely what caused the increase in Trihalomethanes.
A system flush in the affected areas will be performed to correct the increased levels, and sodium permanganate will be added to the system to help decrease levels.
A letter explaining the violation and what to do (drafted by KDHE) was mailed out to all water customers. In addition, it was posted on our Facebook Page and published in the newspaper.
4. **Barnes Addition Plot** PEC has completed the draft. PEC is reviewing and will have for final signatures in the next few weeks.
5. **Pool Drive Way** - The pool driveway is completed.
6. **Economic Development Board** - Collaborative meeting at work session on April 12th.
7. **Planning Commission** - K-State will help create the comprehensive plan in Spring 2024. This would be at no cost to the city. Public Hearing for amendment to Zoning Ordinance for Shipping Containers at next meeting on April 13th.
8. **Water Source Project** PEC is getting final information for proposal to move forward with test wells and information from the studies done in 2005.
9. **Utility Mapping** Met with KRWA on February 24th to update maps. Once updates with KRWA are complete PEC will host updated Sewer and Water maps.
10. **419 Broadway St Condemnation** Next progress update June 7th.
11. **204 Walnut St Condemnation** Next update April 5th.
12. **207 Sycamore St Condemnation** No progress. Next update April 19th.

Grants & Projects

1. **CDBG Sewer Project Phase 1** - Bid opening on Feb 21st. Must have contract awarded by 3/15/2023.
2. **KDHE Waste Tire Grant** - Awarded grant of \$2,600 for benches and tables.
3. **USDOT Safety Action Plan Grant** - Awarded grant of \$40,000 Federal Funding and \$5,000 KDOT. City share is \$5,000. The plan can include sidewalks, bike routes, streets and more. Work with PEC as Engineer for this project.
4. **HEAL Grant** Submitted two applications with Brown Brothers. 405/407 Broadway - Building & 409/411 Broadway - Façade. Awards announcement anticipated by end of May.
5. **KDOT TA**. Applications are due in February 2024. Working with PEC for grant application and engineering estimates.
6. **KDOT Safe Routes to School** Applications are due in February 2024. Working with PEC for grant application and engineering estimates.
7. **Kansas Forestry Grants** Submitted proposal for Kansas Forestry Grants. This is the city proposal for the state to apply for the federal dollars.
8. **Fire Hydrant Testing** - Reached out to KRWA to start the project. They have added us to the schedule to start the flow testing. This will be done over several days when the weather is above freezing. This service is free.
9. **American Rescue Plan Act (ARPA)** - Projects completed to date include: gWorks Software, RV Park Electrical Upgrade. Funds used to date: \$23,851.40. Projects pending to date include: KDOT TA Downtown Streetscape Project. Remaining Funds: \$145,106.96.
10. **Opioid Settlement** - Total received to date is \$2,952.96. \$0.00 expended. Working with PD on possible uses of funds and application of opioid settlement grant.

CITY OFFICE

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

11. **K-4 / K-16 Street Lights** - Estimate received from PEC. Around \$30,000 to add lighting. KDOT is going to perform a safety study. If warranted by KDOT, the light cost will be covered by KDOT. Safety study is anticipated to be completed in Spring 2023.
12. **KDHE Lead & Copper Lead & Copper Inventory** due to KDHE by October 16, 2024. Getting estimate from PEC for consultant for this project.
13. **Automatic Water Meters** - 342 meters installed to date. Total of 493 water meters.

Financials

Fund Balances

Fund #	Fund Name	Previous Balance	Current Balance
100	General Fund	\$197,208.68	\$203,600.93
160	Pool Reserve	\$4,034.19	\$4,734.19
200	Capital Improvement Fund	\$150,224.52	\$152,224.52
300	Special Hwy & Streets	\$79,276.92	\$79,276.92
400	Equipment Reserve	\$16,531.71	\$21,361.71
500	Bond & Interest	\$172,622.86	\$187,581.04
600	RHID	\$65,434.98	\$65,434.98
720	Water	\$88,101.47	\$92,122.75
721	Water Reserve	\$9,000.00	\$13,100.00
730	Sewer	\$213,780.31	\$209,039.01
731	Sewer Reserve	\$9,000.00	\$13,100.00
740	Solid Waste	\$51,372.78	\$60,828.62
790	Insurance Reserve	\$748.00	\$748.00
Total		\$1,057,336.42	\$1,103,152.67
CD #	Fund/ Fund Name	Previous Balance	Current Balance
Bank 500	Money Market (PBC)	\$11,949.25	\$11,949.25
X0971	Bond & Interest Fund (500)	\$153,500.00	\$153,500.00
X2279	Sewer Fund (730)	\$91,083.20	\$91,083.20
Total		\$256,532.45	\$256,532.45
Total In Bank		\$1,313,868.87	\$1,359,685.12

Budget

Fund #	Fund Name	Budget	YTD Expended	Difference
100	General Fund	\$729,701	\$162,628.39	\$567,072.61
160	Pool Reserve	\$6,500	\$0.00	6,500.00
200	Capital Improvement Fund	\$50,000	\$0.00	\$50,000.00
300	Special Hwy & Streets	\$172,841	\$6,175.00	\$166,666.00
400	Equipment Reserve	\$63,000	\$0.00	\$63,000.00
500	Bond & Interest	\$182,393	\$0.00	\$182,393.00
600	RHID	\$60,000	\$0.00	\$60,000.00
720	Water	\$543,500	\$93,128.52	\$450,371.48
721	Water Reserve	\$50,000	\$0.00	\$50,000.00
730	Sewer	\$3,821,000	\$104,236.02	\$3,716,763.98
731	Sewer Reserve	\$50,000	\$0.00	\$50,000.00
740	Solid Waste	\$258,000	\$35,785.71	\$222,214.29
790	Insurance Reserve	\$0	\$0.00	\$0.00
Total		\$5,986,935.00	\$401,953.64	\$5,584,981.36

**45
AWARDS**

**TOTALING
\$522,312.25**



**2023 WASTE
TIRE GRANTS**





Central Heights Elementary
City Andale
City of Augusta
City of Bel Aire
City of Chetopa
City of Eudora Parks and Recreation Department
City of Fort Scott Aquatic Center
City of Frankfort
City of Girard
City of Gypsum
City of Hudson
City of Lawrence
City of Lebanon
City of Louisburg
City of Manhattan
City of Minneola
City of Mission Hills
City of Mound Valley
City of Netawaka
City of North Newton
City of Osage City
City of Ottawa
City of Overbrook
City of Palco
City of Parsons
City of Randall
City of Salina
City of Sedgwick
City of Sterling
City of Valley Falls
Larned Recreation Commission
Ozark Colony Cemetery District
Resurrection Catholic School
Saints Peter and Paul Playground Committee
USD 109 Republic Co. School
USD 202 Turner Sixth Grade Academy
USD 258 Humboldt Schools
USD 267 Colwich Elementary
USD 270 Plainville
USD 299 Sylvan Unified Schools
USD 338 Valley Falls
USD 393 Soloman
USD 407 Russel School District
USD 484 Lincoln Elementary
USD 493 Columbus Unified School District



City of
VALLEY FALLS

Incorporated May 17, 1869

Public Works Report
April 5, 2023

Water:

Attended the KRWA conference in Wichita gained some good information and made some new supplier contacts
Got the ground around most of the water leaks graded and reseeded

Sewers:

Got the gate valve installed at the lagoon
Kenneth took his sewer test at the KRWA conference

Streets:

Been temporary patching the pot holes in the streets till we get warmer weather to put in the asphalt patching

Pool:

The pool has been painted and looks good



City of VALLEY FALLS

Incorporated May 17, 1869

Police Department Report April 5, 2023

- Officer Rivera and I attended the KDOT Conference in Hiawatha. The training speakers were from Kansas Highway Patrol Human Trafficking Unit. They discussed how the human trafficking crime system operates, and how to retain the proper evidence. Another topic they provided was Sex Offender Registry stipulates/laws that sex offenders have to abide by, or found to be in violation
- Officer of the department are wearing ribbons for Sexual Assault Awareness and Autism Month on our vests
- April 5th, 2023 the Valley Falls Police Department is providing training to promote Sexual Assault Awareness Month. The presenters are from Stormont Vail and The Sexual Trauma & Abuse Care Center for Jefferson County. The requested attendees are from the Jefferson County Sheriff's Office, Tonganoxie Police Department, Holton Police Department, and the Atchison Police Department. Petro Gas Station provided the morning snacks for the attendees:
- April is Sexual Assault Awareness Month, and in preparation for it we have invited Sarah Simpson from the Stormont Vail Hospital in Topeka to be a speaker. Sarah has been caring for patients as an emergency department nurse for 15 years and forensic nurse for 11 years. She was instrumental in starting the forensic program at The University of Kansas Health Systems in Kansas City, Kansas. She is a passionate human rights advocate for anti-human trafficking and has presented around the country educating others on the importance of being aware of the happenings in one's community and how to keep yourself, your children, and others safe. She has been appointed to the board for human trafficking through the attorney general's office in Kansas. Sarah currently is the Forensic Supervisor for Stormont Vail Health in Topeka, KS. She obtained her Master's degree in nursing with an emphasis on forensics from Aspen University in Colorado.
- Also speaking will be Maggie Clevenger who is a Rural and Underserved Advocate with The Sexual Trauma and Abuse Care Center. She will be giving a short presentation about what her agency does and the services they can provide for the victims of sexual assault within the area.
- Motorola began the first step into setting up the new camera system in the Expedition to become mobile. While in the meeting, they offered to provide the extra equipment to make the other camera systems mobile as well at no cost. The cost of the installation will be the only thing the police department has to cover

Calls for service:

- 03/13 Check the welfare
- 03/15 Animal at Large
- 03/17 Possible Abduction of a child
- 03/17 Funeral Escort
- 03/17 Check the Welfare
- 03/20 Loose canine
- 03/20 Assist outside agency
- 03/23 Civil issue
- 03/27 Training Officer Rivera and Chief Clark
- 03/27 Suicidal subject
- 03/23 Mental Health welfare check
- 03/20 Traffic issue
- 03/28 Welfare check
- 03/28 Animal complaint
- 04/01 Missing person report
- 04/01 Report of children climbing on the park tank

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;