



# City of VALLEY FALLS

Incorporated May 17, 1869

◇ Attachment

## City Council Agenda

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

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

November 16, 2022 6:30 PM  
Regular Meeting

### CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL - City Council and Staff

MINUTES - Regular Meeting of November 2, 2022 ◇

INVOICES - \$22,028.86 ◇

### PUBLIC COMMENTS & GUESTS:

*Public Comment Policy* ◇

### BUSINESS ITEMS:

1. 419 Broadway St - Status Update
2. 207 Sycamore St - Status Update
3. 204 Walnut St - Status Update
4. Ordinance 13-217 to Vacate Alley - Lederer Petition
5. Ordinance 13-218 to Vacate Alley - Schmelzle Petition
6. Hometown Christmas Resolution for Alcohol on Public Streets
7. Demolition Assistance Program Policy
8. CMB License - Dollar General
9. EZ Valve Install Comparison
10. Vision Insurance

### TABLED ITEMS:

Alley Behind Post Office

Shipping Container Ordinance

### 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 November 24<sup>th</sup> and 25<sup>th</sup> in observance of Thanksgiving.

Hometown Christmas - November 26<sup>th</sup> 11 AM to 10 PM

### EXECUTIVE SESSION ◇

I move the city council recess into executive session to discuss employee evaluations pursuant to the **non-elected personnel** matter exception, K.S.A. 75-4319 (b) (1) to include: city administrator and city attorney. The open meeting will resume in the city council room at \_\_\_\_PM.

ADJOURNMENT

## CITY OF VALLEY FALLS

November 2, 2022

### Open Meeting

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

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

Others present: Dianne Heinen and John Lederer.

#### **Minutes:**

The minutes from the October 19, 2022, meeting was presented.

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

#### **Vouchers:**

The November 2, 2022, vouchers were presented. Salih moved to approve vouchers totaling \$53,536.71. Jennifer seconded the motion. Motion carried 4-0.

Public Hearing on Vacation of Alley (Lederer Petition) – No comments were made.

Public Hearing on Vacation of Alley (Schmelzle Petition) – No comments were made.

**Public Comments & Guests:** None

#### **BUSINESS ITEMS:**

1. Economic Development Board – Audree presented to council about possibly dissolving the board. Don't have many meetings because they can't get a quorum. Audree suggested possibly consolidating the board with the PRIDE committee. Audree was asked to reach out to each member to get their thoughts.

2. Demolition Assistance Program – Salih shared with Audree a program to cost share owners demolishing their dilapidated property. City share not more than \$5,000 per property. Audree will draft a plan.

3. Brady Giglio Policy – Is a policy of ensuring officers are upstanding individuals and to report wrong doings to the prosecutor.

Jennifer made a motion to approve the policy. Gary seconded the motion. Motion passed 4-0.

4. 709 Frazier – Sewer Service Repair – The sewer lines were not connected to the main line correctly. The lines are now backing up. Audree submitted the estimate of \$16,500.00 to repair correctly.

Gary made motion to approve the estimate. Jennifer seconded the motion. Motion passed 4-0

**Table Items:**

1. Alley Behind Post Office.
2. Shipping Containers ordinance.

**City Administrator:**

**Projects**

1. **CDBG Sewer Project Phase 1**- Design and Environmental in progress. Designs being sent to KDHE next week. Construction anticipated in 2023.
2. **CDBG Sewer Project Phase 2** – Project postponed until 2024.
3. **American Rescue Plan Act (ARPA)** – Projects completed to date include: gWorks Software, RV Park Electrical Upgrade. Funds used to date: \$23,851.40. Projects pending to date include: K-16 Entry Signs. Funds planned for projects: \$7,000. Remaining Funds: \$145,106.96.
4. **USDOT Safety Action Plan Grant** – Applied for the KDOT Cost Share Portion. Application submitted on 9/12/2022.
5. **Hazard Mitigation Grant** – Applied for the BRIC Hazard Mitigation grant. Intent to use for the river in-take water system engineering Phase 1. Letter of Intent submitted on 09/12/2022.
6. **Opioid Settlement** – We received a first disbursement of \$283.10. The Attorney General’s office does not know when rest of funds will be disbursed. 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.
7. **HEAL Grant** Application submitted for 419 Broadway St.
8. **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.
9. **Entry/ Welcome Signs** – Coordinating with KDOT and USACE to help Community Foundation with project.
10. **Hurst Water Tower** – Installed valve. Work has begun on Hurst Tower. Anticipated completion before Thanksgiving.
11. **KDHE Lead & Copper** Lead & Copper Inventory due to KDHE by October 16, 2024.
12. **Tucking Lot** – Set for discussion at work session.
13. **Fire Hydrant Testing** - KRWA will be flow testing all our fire hydrants after water tower work is complete. This service is free.
14. **Automatic Water Meters** – 255 meters installed to date. Total of 493 water meters.

**Working / In Progress**

1. **Employee Evaluations** Employee Evaluations have been sent out and are due back by October 31st. Evaluations will be presented to city council on November 16th.
2. **Vision Insurance** Reached out to 4 companies for quotes on vision insurance. Have received two quotes so far.
3. **Barnes Addition Plot** Approved and sent to PEC to begin survey and plotting.
4. **Pool Survey** Kramer LLC is currently working on the survey for the pool.
5. **Snow Route** Snow route signs and post have been delivered. Working on installation.
6. **Economic Development Board** – Set for discussion at council.

**7. Planning Commission** – Working on developing a Comprehensive Plan. KU can help draft. Required to have by Statute. City does not currently have a plan.

**8. 204 Walnut St Condemnation** Spoke with Grant Lassiter on August 19th. He will continue to work on demolishing the trailer in the fall with the cooler weather. Next update November 16th.

**9. 207 Sycamore St Condemnation** No progress. Next update November 16th.

**10. 419 Broadway St Condemnation** Submitted for HEAL Grant. Next progress update November 16th.

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

**Water:**

Have been fixing water leaks as fast as we can we have had over 10 water leaks so far this year and until we get more moisture in the ground, I am afraid they will continue to come due to the age of our water system and the makeup of our distribution system.

Got the shut off valve for the Hydrant at the corner of Elm St and Broadway installed.

Water main on Oak Street has at least 10 repair spots on it between 10th and 19th we may want to consider setting up a fund or looking into a subsidy program to replace at least part of the main on that street before we work on resurfacing the roadway itself.

**Sewers:**

Got Ace pipe cleaning out to clear the outfall line at the lagoon the end of the line at the river is buried in silt and we are going to have to excavate it (by hand no access for equipment) to get proper flow from the lagoon.

We may also need to add more piping onto the existing pipe to help alleviate the issue from reoccurrence.

**Streets:**

We have several locations that are in need of repairs due to digging them up for water leaks they will probably have to wait till spring before we can fully repair them (put in asphalt).

**General:**

Took delivery of the palette forks and have already put them to use.

Got the Plow bits on and ensured the operation of the plow will be ready once the snow starts to fly.

Got the new computer system installed at the water plant and have also managed to add more functions to make things easier for us to get things done without having to do a lot of extra steps.

**Police:**

- All patrol vehicle radars and tuning forks have been certified
- Brady Giglio Policy submitted
- Working on Rifle Policy
- Inventory of all service weapons and ammunition to start recording
- Attended Lions Club meeting
- Attended Rotary Club meeting
- Attended Grasshopper Fall Days
- VIN Inspection Training

- Halloween Classes at the Valley Falls Schools for classes Pre-K through 5th Grade. Candy and Trick-or-Treat Bags were handed out to the students.

**Mayor:** Nothing to report.

**Fire District:** No Report.

**Economic Development Board:** No Report

**Planning & Zoning Commission:** No Report

**City Council Comments:**

Salih asked if public works could straighten the leaning street signs when putting up the Snow Route signs.

Wanted to remind council members that in the future to look at refinancing the sewer loan when interest rates drop.

**ADJOURNMENT**

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

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

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



*City of*  
**VALLEY FALLS**

*Incorporated May 17, 1869*

COUNCIL MEETING DATE: November 16, 2022

INVOICES IN THE TOTAL AMOUNT OF: \$22,028.86

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 November, 2022

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

ACCOUNTS PAYABLE REPORT

VENDOR NAME DEPARTMENT	LINE	INVOICE NUMBER	REFERENCE	PAYMENT AMOUNT
Alcoholic Beverage Control ADMINISTRATION	CONTRACTUAL	11162022	CMB for Dollar General	25.00
***** VENDOR TOTAL *****				25.00
ACE PIPE CLEANING SEWER	CONTRACTUAL	146056	Clean out discharge at lagoon	2,918.72
***** VENDOR TOTAL *****				2,918.72
ARAMARK ADMINISTRATION	FACILITIES MAINTENANCE	10312022	Rugs	114.49
***** VENDOR TOTAL *****				114.49
COUNTRY HARVEST APPLE MARKET ADMINISTRATION	COMMODITIES	1112022	Water, paper plates, cleaner	30.01
***** VENDOR TOTAL *****				30.01
DAVIS PUBLICATION ADMINISTRATION	CONTRACTUAL	10312022	Notice to vacate alleys, ads	170.00
POLICE	CONTRACTUAL	10312022	Notice to vacate alleys, ads	120.00
***** VENDOR TOTAL *****				290.00
FARRIS, FRESH, & WERRING COURT	LAW CONTRACT LABOR	10502	City Prosecutor Services	500.00
***** VENDOR TOTAL *****				500.00
HEINEN P-H-E SERVICES WATER	CONTRACTUAL	1182022	VIVE Thermostat	205.00
SEWER	CONTRACTUAL	10102022	Sewer Repair at 709 Frazier	1,109.14
***** VENDOR TOTAL *****				1,314.14
HILLFAB, LLC WATER	CONTRACTUAL	v2567	Hurst Tower level transmitter	746.00
***** VENDOR TOTAL *****				746.00
JEFFERSON COUNTY TREASURER WATER	CONTRACTUAL	5350	Property Tax on Tucking Lot	146.04
SEWER	CONTRACTUAL	5350	Property Tax on Tucking Lot	146.04
***** VENDOR TOTAL *****				292.08
KA-COMM INC POLICE	CONTRACTUAL	186007	Radar Certification	30.00
POLICE	CONTRACTUAL	186013	Radar Certification	30.00
POLICE	CONTRACTUAL	186021	Radar Certification	30.00



ACCOUNTS PAYABLE REPORT

VENDOR NAME DEPARTMENT	LINE	INVOICE NUMBER	REFERENCE	PAYMENT AMOUNT
KA-COMM INC				
***** VENDOR TOTAL *****				90.00
MID-AMERICAN RESEARCH CHEMICAL WATER	COMMODITIES	0776037	Blue Spray Paint	158.99
***** VENDOR TOTAL *****				158.99
MIDWAY AUTO SUPPLY WATER	VEHICLE MAINTENANCE/FUEL	10312022	Pigtail for chevy fuel pump	67.96
***** VENDOR TOTAL *****				67.96
PETRO VALLEY FALLS POLICE	VEHICLE MAINTENANCE/FUEL	11152022	FUEL	242.97
STREET	VEHICLE MAINTENANCE/FUEL	11152022	FUEL	98.00
PARKS	VEHICLE MAINTENANCE/FUEL	11152022	FUEL	.01
WATER	VEHICLE MAINTENANCE/FUEL	11152022	FUEL	448.33
SEWER	VEHICLE MAINTENANCE/FUEL	11152022	FUEL	448.32
***** VENDOR TOTAL *****				1,237.63
CITY OF VALLEY FALLS PETTYCASH POLICE	VEHICLE MAINTENANCE/FUEL	11022022	Petty Cash for Car Washes	30.00
***** VENDOR TOTAL *****				30.00
SCHENDEL PEST SERVICES ADMINISTRATION	FACILITIES MAINTENANCE	76.03	pest services	76.03
***** VENDOR TOTAL *****				76.03
SCHULTE SUPPLY WATER	COMMODITIES	1193124	Brass Saddle	101.84
***** VENDOR TOTAL *****				101.84
VALLEY FALLS CHAMBER ADMINISTRATION	GRANTS & DONATIONS	4564	Hometown Christmas Pledge	50.00
***** VENDOR TOTAL *****				50.00
WASTE MANAGEMENT SOLID WASTE	CONTRACTUAL	1012022	trash services	13,608.88
***** VENDOR TOTAL *****				13,608.88
WESTERN HARDWARE & AUTO ADMINISTRATION	COMMODITIES	11082022	bult, nuts, paint	4.29
STREET	COMMODITIES	11082022	bult, nuts, paint	166.71
PARKS	COMMODITIES	11082022	bult, nuts, paint	171.27
SEWER	COMMODITIES	11082022	bult, nuts, paint	34.82

**ACCOUNTS PAYABLE REPORT**

VENDOR NAME DEPARTMENT	LINE	INVOICE NUMBER	REFERENCE	PAYMENT AMOUNT
WESTERN HARDWARE & AUTO				-----
***** VENDOR TOTAL *****				377.09
***** REPORT TOTAL *****				=====
				22,028.86

DEPARTMENT	INV	PAYMENTS
-----	----	-----
ADMINISTRATION	7	469.82
POLICE	6	482.97
COURT	1	500.00
STREET	2	264.71
PARKS	2	171.28
WATER	7	1,874.16
SEWER	5	4,657.04
SOLID WASTE	1	13,608.88
-----	----	-----
DEPARTMENT TOTALS	31	22,028.86



*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 NO. 13-217**

**AN ORDINANCE RELATED TO THE CLOSING OF AN ALLEY BETWEEN OAK STREET AND ELM STREET IN BLOCK 16 IN THE CITY OF VALLEY FALLS, KANSAS.**

BE IT ORDAINED by the Governing Body of the City of Valley Falls, Kansas:

**SECTION 1.** That the following alley be vacated by the city, reserving however the right of egress or ingress to service any utility above or below the surface of said vacated area, to wit:

Alley between Oak Street and Elm Street in Block 16 in the City of Valley Falls, Kansas

**SECTION 2.** That said vacation shall become effective immediately after passage and publication in the Valley Falls Vindicator.

Passed and Approved by the Governing Body on this 16<sup>th</sup> day of November 2022.

---

Jeanette Shipley, Mayor

ATTEST:

---

Christine Weishaar, City Clerk

**ORDINANCE NO. 13-218**

**AN ORDINANCE RELATED TO THE CLOSING OF AN ALLEY EXTENDING FROM MULBERRY STREET IN BLOCK 28 IN THE CITY OF VALLEY FALLS, KANSAS.**

BE IT ORDAINED by the Governing Body of the City of Valley Falls, Kansas:

**SECTION 1.** That the following alley be vacated by the city, reserving however the right of egress or ingress to service any utility above or below the surface of said vacated area, to wit:

Alley extending from Mulberry Street in Block 28 in the City of Valley Falls, Kansas

**SECTION 2.** That said vacation shall become effective immediately after passage and publication in the Valley Falls Vindicator.

Passed and Approved by the Governing Body on this 16<sup>th</sup> day of November 2022.

---

Jeanette Shipley, Mayor

ATTEST:

---

Christine Weishaar, City Clerk

RESOLUTION NO. 2022-12

A RESOLUTION AUTHORIZING THE CONSUMPTION OF ALCOHOLIC LIQUOR ON PUBLIC STREETS DURING THE 2022 HOMETOWN CHRISTMAS COMMUNITY EVENT

WHEREAS, the City Council has approved as a community event 2022 Hometown Christmas event to occur on November 26, 2022.

WHEREAS, the City Council has approved the 300 block of Broadway to be closed to vehicular traffic. Such street closure shall be approved from 6:00 p.m. to 11:00 p.m. with the consumption of alcoholic liquor allowed thereon from 6:00 p.m. to 11:00 p.m. on Saturday, November 26, 2022.

WHEREAS, the consumption of alcoholic liquor at the Hometown Christmas event will be authorized by one of the options set forth in both Section Chapter 3, Article 7 of the Code of the City of Valley Falls and K.S.A. 41-719(a)(2), and any temporary permit or temporary extension of licensed premises required has been applied for and will be issued by the State of Kansas upon the presentation of this Resolution, or any caterer's notification will be made as required by law.

WHEREAS, the City Council has approved The Elevator, Inc to sale alcohol in the 300 block of Broadway for consumption on public streets.

NOW, THEREFORE, BE IT RESOLVED that the City Council, pursuant to Chapter 3, Article 7 of the Code of the City of Valley Falls, and in consideration of the factors set forth in Chapter 3, Article 7 of the Code of the City of Valley Falls, grants its approval for the consumption of alcoholic liquor on the city streets, sidewalks and public right of ways which are located within the designated event area of Hometown Christmas event to occur from 6:00 p.m. to 11:00 p.m. on Saturday, November 26, 2022 as set forth above.

ADOPTED by the governing body of the City of Valley Falls, Kansas, this 16th day of November, 2022.

CITY OF VALLEY FALLS, KANSAS

---

Jeanette Shipley, Mayor

ATTEST:

---

Christine Weishaar, City Clerk

**CITY OF VALLEY FALLS  
STRUCTURE DEMOLITION ASSISTANCE PROGRAM**

The Governing Body of the City of Valley Falls have determined that the following incentive program is in the best interests of the health, safety, and welfare of the Valley Falls community. To encourage the removal of dilapidated structures in this community, the City of Valley Falls will assist with a portion of demolition costs for eligible structures within the City, subject to the conditions set forth herein.

This program shall be applicable to residential and commercial structures located within the corporate limits of the City of Valley Falls. The term dilapidated shall mean any condition characterized by, but not limited to holes, breaks, rot, decay, crumbling, cracking, peeling or flaking paint, rusting, or other evidence of physical damage, neglect, lack of maintenance, excessive use or weathering. The operation of this program is contingent upon the Governing Body appropriating sufficient funds in the annual budget to support this program. Total budget funds appropriated to the program may vary from year to year. The program funding cycle begins January 1 and ends December 31 of each year.

The City may participate in the Structure Demolition Assistance Program as set forth below, and the property owner may apply for a fifty percent (50%) reimbursement, with a maximum reimbursement from the City of \$5000 per person per year. This program is reimbursement based; the property owner shall be responsible for payment of all the cost of structure demolition and removal.

Expenses eligible for reimbursement include structure demolition, structure removal, and the removal of vegetation done in conjunction with the demolition of a structure. Expenses not eligible for reimbursement include activities subsequent to structure removal such as reseeding, new landscaping, and site preparation for new construction.

The demolition of a dilapidated structure may be initiated either upon the property owner's filing of a written request for City assistance at City Hall or at the request of the City Code Enforcement Officer. If the City initiates the process by sending written notification to the property owner of the requirement to demolish a dilapidated or dangerous structure, the written letter will also inform the property owner of the availability of this Structure Demolition Assistance Program.

Applications for this program may be obtained from the City Hall. The timetable and process for this program will be substantially as follows:

1. The property owner must file a Structure Demolition Assistance application with the City Clerk. Application forms may be obtained from the City Hall. Completed applications should be submitted to the City Clerk and must include:
  - a) Completed application for Demolition Permit
  - b) Completed application for Structure Demolition Assistance
  - c) Two (2) bids for the removal of the structure by reputable contractors
  
2. Within ten (10) days after receiving a completed application for assistance, the City Code Enforcement Officer or his/her designated representative shall inspect the structure identified for demolition. Within this same time period, the City Administrator will determine if the application is approved or not approved and inform the applicant of the application status. If the application **is not approved**, the City Administrator will explain the rejection.

3. City assistance shall be on a first come, first-served basis. If applications exceed funding, priority shall be given to structures posing an imminent danger and to those in the worst condition as determined by the Code Enforcement Officer.
4. A contractor hired by the property owner shall perform the demolition, subject to normal City demolition permit requirements. If the work is not completed within ninety (90) days of the Code Enforcement Officer's approval of the application, the application shall be voided, and any request for funding would be considered a new application
5. Within thirty (30) days of structure demolition and removal, the property owner shall submit to the City Clerk receipts showing payment for work performed particular to the location and the work done. If the contractor performs work on-site beyond structure demolition and removal, the invoice must be itemized.
6. The City shall determine whether a property owner is eligible for reimbursement and the extent of reimbursement. Eligibility will be determined according to the following guidelines:
  - (a) The City Office and any other party providing utility service to the structure must be contacted prior to beginning of the demolition of the structure.
  - (b) The lot must be leveled and seeded back to grass or prepared for new construction. Weeds and overgrown vegetation must be removed.
7. After the City determines the extent, if any, to which the property owner is eligible for reimbursement, the City Clerk will prepare reimbursement, subject to council approval of claims as is customary.

The City will not perform any of the following actions:

1. demolition of the structure
2. removal of vegetation
3. grading of land
4. seeding of grass
5. recommendation of any particular contractor





City of  
**VALLEY FALLS**

*Incorporated May 17, 1869*

## Structure Demolition Assistance Program

### APPLICANT INFORMATION

NAME: (LAST) (FIRST) (M.I.)

ADDRESS: STREET

CITY STATE POSTAL CODE

PHONE #

EMAIL:

### PROPERTY / STRUCTURE INFORMATION

ADDRESS: STREET

CITY Valley Falls STATE KS POSTAL CODE 66088

LEGAL DESCRIPTION:

NUMBER OF STRUCTURES ON PROPERTY:

### DEMOLITION PLANS

EST. BEGIN DATE:

EST. END DATE:

MATERIAL DISPOSAL SITE:

INTENDED USE OF PROPERTY AFTER DEMOLITION:

Please verify that the following documents are attached:

- Building Permit Application - Demolition
- Two (2) bids for demolition & removal
- Aerial photo with structure identified for demolition

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Date

**FOR OFFICE USE ONLY**

Received by (city representative)

DATE:

APPROVED

NOT APPROVED

REASON FOR DENIAL:

OTHER NOTES:

**APPROVED BY:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

Schulte Supply, Inc.  
 5998 Redbud Lane  
 PO Box 388  
 Edwardsville IL 62025  
 618-656-8383 Fax 618-656-8750

Quotation

QUOTE DATE	QUOTE NUMBER
10/27/22	S1192812
ORDER TO: Schulte Supply, Inc. 5998 Redbud Lane PO Box 388 Edwardsville IL 62025	PAGE NO.  1

QUOTE TO: 785-640-3247 Fax 785-945-3341  
 City Of Valley Falls, KS  
 417 Broadway  
 VALLEY FALLS, KS 66088

SHIP TO:  
 City Of Valley Falls, KS  
 Bill McCoy  
 108 Broadway  
 VALLEY FALLS, KS 66088

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	RELEASE NUMBER	SALESPERSON	
13769			Tony Juarez	
WRITER	SHIP VIA	TERMS	BID DATE	FREIGHT ALLOWED
John Schulte	BW BEST WAY	NET 30 DAYS	12/05/22	Yes
ORDER QTY	PART NO	DESCRIPTION	Net Price	Ext Price
1ea	21336	^EZM1H 4-12" EZ Valve II Equipment 4-12" End Mill Machine Drive Motor End Mill Cutter(2) Replacable Teeth (2 sets) 4-12" Rotating Feed Apparatus 4" End Ring set 6" End Ring set 8" End Ring set 10" End Ring set 12" End Ring set Valve Adaptor Flanges (5) Gear Box Drive Chain Export Hose Chip Flush Completion Apparatus Chip Flush Completion Fitting Hand Tools Set Grease Tape Storage Box You will save 19 percent purchasing 4-8 inch only. This would be \$48,866.32	60328.790	60328.79
1ea	10844	Freight from factory to be determined at time of shipment. TAXES NOT INCLUDED	0.000	0.00
			<b>Subtotal</b>	<b>60328.79</b>
			<b>S&amp;H CHGS</b>	<b>0.00</b>
			<b>Amount Due</b>	<b>60328.79</b>

This is a Quotation.

Prices are subject to change without notice.  
 Applicable taxes extra.

Schulte Supply, Inc.  
 5998 Redbud Lane  
 PO Box 388  
 Edwardsville IL 62025  
 618-656-8383 Fax 618-656-8750

Quotation

QUOTE DATE	QUOTE NUMBER
10/27/22	S1192810
ORDER TO: Schulte Supply, Inc. 5998 Redbud Lane PO Box 388 Edwardsville IL 62025	PAGE NO.  1

QUOTE TO: 785-640-3247 Fax 785-945-3341  
 City Of Valley Falls, KS  
 417 Broadway  
 VALLEY FALLS, KS 66088

SHIP TO:  
 City Of Valley Falls, KS  
 Bill McCoy  
 108 Broadway  
 VALLEY FALLS, KS 66088

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	RELEASE NUMBER	SALESPERSON	
13769			Tony Juarez	
WRITER	SHIP VIA	TERMS	BID DATE	FREIGHT ALLOWED
John Schulte	FREE DELIVERY	NET 30 DAYS	10/27/22	Yes
ORDER QTY	PART NO	DESCRIPTION	Net Price	Ext Price
1ea	24092	^6" EZ Valve Line Stop Installation This price is based on (1) one man, (2) hours and includes the EZ Valve. Additional time will be invoiced at \$100.00 per hour. Due to safety and handling, you will need to provide (1) worker and equipment to assist in the installation of the line stop. We do not do any excavation. Thank you! Note: You only save \$1,000.00 doing a Line Stop versus putting the valve into your system. ** Nonstock item **	2520.890	2520.89
1ea	24082	060EZC710 6" EZ Valve II Line Stop Casting 060EZC710 CI,DI,C-900 OD 6.90-7.10	2763.640	2763.64
1ea	21342	EZ-BG-6-1D BG-01-06DI-0690 6" EZ Valve Cast Iron Size Gaskets 6.90-7.10	210.470	210.47
TAXES NOT INCLUDED				
			<b>Subtotal</b>	<b>5495.00</b>
			<b>S&amp;H CHGS</b>	<b>0.00</b>

This is a Quotation.

Prices are subject to change without notice.  
 Applicable taxes extra.

<b>Subtotal</b>	<b>5495.00</b>
<b>S&amp;H CHGS</b>	<b>0.00</b>
<b>Amount Due</b>	<b>5495.00</b>

# Welcome to Aflac®

Health insurance wasn't designed to cover everything. That's why there's Aflac. Our product portfolio is as broad as your needs, with individual and group products that help cover the expected – and unexpected – that's sure to come life's way. We help take care of what health insurance doesn't cover, so you and your employees can focus on caring for everything else.

Allen Schoonover  
(785) 220-2911  
allen\_schoonover@us.aflac.com

City Of Valley Falls  
417 broadway st  
Industry Code: 9111020



Individual coverage is underwritten by Aflac. Group coverage is underwritten by Continental American Insurance Company (CAIC), a wholly-owned subsidiary of Aflac Incorporated. CAIC is not licensed to solicit business in New York, Guam, Puerto Rico, or the Virgin Islands. For groups situated in California, group coverage is underwritten by Continental American Life Insurance Company. For individual coverage in New York or coverage for groups situated in New York, coverage is underwritten by Aflac New York. WWWHQ | 1932 Wynnton Road | Columbus, GA 31999, Continental American Insurance Company | Columbia, SC, 22 Corporate Woods Boulevard, Suite 2 | Albany, NY 12211

# Aflac Vision Insurance

## Your employees' vision is our focus

### Set your company apart with standout protection

Vision insurance is valuable to employees who need vision correction, but it also helps pay for regular exams that may detect serious eye problems — including those caused by undiagnosed health conditions such as high blood pressure and diabetes.

### What does that mean to you as an employer?

- By making vision insurance available to your employees, you're investing in their health.
- You're also investing in the health of your company, because when eye diseases and other health conditions are detected early, they can be treated before they lead to absenteeism and even turnover.
- Even simple vision problems can reduce productivity because employees may need more time to finish certain tasks. Eye exams can diagnose and correct these issues, boosting productivity and, ultimately, your bottom line.

Help protect your employees' financial security and overall health – and set yourself apart from companies that may be competing for the same talent – by adding Aflac's vision coverage to your company's benefits options.

### Aflac vision coverage information

**We make it easy to find a provider.** Members can visit [www.aflac.com/VisionNetwork](http://www.aflac.com/VisionNetwork) and click "Provider Search" or call Davis Vision directly at **800.999.5431**. They'll have access to more than 85,000 providers throughout the United States.

**We also make it easy to schedule an appointment.** When making an appointment, members should have their ID numbers, names and dates of birth handy. The provider will take care of the rest.

For groups situated in NC and for some groups situs in CA, FL, GA, IL, LA, MI, OH, PA, and TX prior to 6/1/22, Aflac dental and vision insurance coverage is underwritten by National Guardian Life Insurance Company (NGL). National Guardian Life Insurance Company is not a member of the Aflac family of insurers. National Guardian Life Insurance Company is not affiliated with The Guardian Life Insurance Company of America a/k/a The Guardian or Guardian Life. Aflac dental and vision products may not be available in all states. National Guardian Life Insurance Company | Madison, WI.

For all states that have approved the Aflac dental and vision insurance products, coverage will be underwritten by Aflac. In New York, coverage will be underwritten by Aflac New York.

Aflac WWWHQ | 1932 Wynnton Road | Columbus, GA 31999.

Please see coverage documentation applicable to your situs state for further details. Benefits and/or premiums may vary based on the state and benefit option selected. The plan has limitations and exclusions that may affect benefits payable. Refer to the policy and certificate for complete benefit details, definitions, limitations and exclusions. This is a brief description of coverage and is not a contract. Read the policy carefully for exact terms and conditions as well as a complete list of the schedule of dental procedures payable under the plan.

**Notice to Consumer:** This is a limited benefit plan and provides vision benefits only. Aflac's contracts of insurance, including Aflac's network dental and vision plans, provide limited-scope and/or supplemental benefits only and do not constitute comprehensive health insurance coverage. Aflac's contracts of insurance do not satisfy the requirement of minimum essential coverage under the Patient Protection and Affordable Care Act (ACA) and are not designed to meet any of the essential health benefit requirements mandated by the ACA or federal law, including pediatric oral or vision care services. Aflac's contracts of insurance are not an alternative to, or a substitute for, comprehensive health insurance coverage and should only be used to supplement comprehensive health insurance coverage.

## In-network benefits

	Plan 1	Plan 2	Plan 3
<b>FREQUENCY</b>			
Eye examinations inclusive of dilation (when professionally indicated)	Once every 12 months	Once every 12 months	Once every 12 months
Prescription lenses	Once every 12 months	Once every 12 months	Once every 12 months
Frame	Once every 24 months	Once every 24 months	Once every 12 months
Contact lens evaluation, fitting and follow-up care (in lieu of eyeglasses)	Once every 12 months	Once every 12 months	Once every 12 months
<b>COPAYMENTS</b>			
Eye examination	\$10	\$10	\$10
Prescription lenses	\$25	\$10	\$10
Contact lens evaluation, fitting and follow-up care	\$0	\$0	\$0
<b>EYEGLASS BENEFIT – FRAME</b>			
Frame allowance (retail) 20% overage discount**	Up to \$100 <b>OR</b> Up to 150*	Up to \$130 <b>OR</b> Up to \$180*	Up to \$180 <b>OR</b> Up to \$230*
<b>DAVIS VISION FRAME COLLECTION (IN LIEU OF ALLOWANCE)</b>		<b>Member copay</b>	
Fashion level	\$0	\$0	\$0
Designer level	\$15	\$0	\$0
Premier level	\$40	\$25	\$0
<b>EYEGLASS BENEFIT – PRESCRIPTION LENSES</b>		<b>Member copay</b>	
Clear plastic single-vision, lined bifocal, trifocal or lenticular lenses (any size or Rx)	\$0	\$0	\$0
Tinting of plastic lenses	\$15	\$0	\$0
Scratch-resistant coating	\$0	\$0	\$0
Polycarbonate lenses (children/adults)	\$0/\$35	\$0/\$30	\$0/\$30
Ultraviolet coating	\$15	\$12	\$12
Antireflective (AR) coating (Standard/Premium/Ultra/Ultimate)	\$40/\$55/\$69/\$85	\$35/\$48/\$60/\$85	\$35/\$48/\$60/\$85
Progressive lenses (Standard/Premium/Ultra/Ultimate)	\$65/\$105/\$140/\$175	\$50/\$90/\$140/\$175	\$50/\$90/\$140/\$175
High-index lenses	\$60	\$55	\$55
Polarized lenses	\$75	\$75	\$75
Plastic photochromic lenses	\$70	\$65	\$65
Scratch-protection plan: single vision/multifocal lenses	\$20/\$40	\$20/\$40	\$20/\$40
<b>CONTACT LENS BENEFIT (IN LIEU OF EYEGLASSES) – STANDARD AND SPECIALTY LENS TYPES</b>			
Contact lens material allowance – plus 15% discount on any overage**	Up to \$100	Up to \$130	Up to \$180
Evaluation, fitting and follow-up care – standard lens types (in lieu of eyeglasses)	15% discount**	15% discount**	\$0 copay
Evaluation, fitting and follow-up care – specialty lens types (in lieu of eyeglasses)	15% discount**	15% discount**	Up to \$60 allowance, plus 15% discount on any overage**
<b>COLLECTION CONTACT LENSES BENEFIT (IN LIEU OF CONTACT LENS MATERIAL ALLOWANCE)</b>			
Materials disposable: up to	Not covered	4 boxes/multi-packs	8 boxes/multi-packs
Planned replacement: up to	Not covered	2 boxes/multi-packs	4 boxes/multi-packs
Evaluation, fitting and follow-up care	Not covered	\$0 copay	\$0 copay
<b>NONELECTIVE (VISUALLY REQUIRED) CONTACT LENSES (WITH PRIOR APPROVAL)</b>			
Materials, evaluation, fitting and follow-up care	\$0 copay	\$0 copay	\$0 copay
<b>OUT-OF-NETWORK REIMBURSEMENT-ALLOWANCE SCHEDULE</b>		<b>Up to</b>	
Eye examination	\$40	\$40	\$40
Frame	\$50	\$50	\$50
Single-vision lenses	\$40	\$40	\$40
Bifocal/progressive lenses	\$60	\$60	\$60
Trifocal lenses	\$80	\$80	\$80
Lenticular lenses	\$100	\$100	\$100
Elective contact lenses	\$80	\$105	\$105
Nonelective (visually required) contact lenses	\$225	\$225	\$225

\*At Visionworks® retail stores.

\*\*Discounts are not part of insured benefits.



# Rate Sheet

## Aflac Vision Insurance - Plan 1 (3 - 50)

Biweekly rates

Age Range	Employee	Employee + Spouse	Employee + Child(ren)	Employee + Spouse & Children
18 to 120	\$3.08	\$6.16	\$6.22	\$9.01





# Rate Sheet

## Aflac Vision Insurance - Plan 2 (3 - 50)

Biweekly rates

Age Range	Employee	Employee + Spouse	Employee + Child(ren)	Employee + Spouse & Children
18 to 120	\$3.89	\$7.78	\$7.89	\$11.41



# Rate Sheet

## Aflac Vision Insurance - Plan 3 (3 - 50)

Biweekly rates

Age Range	Employee	Employee + Spouse	Employee + Child(ren)	Employee + Spouse & Children
18 to 120	\$5.20	\$10.39	\$10.43	\$15.14



# VISION BENEFIT PROPOSAL

PREPARED FOR CITY OF VALLEY FALLS



[www.visioncaredirect.com](http://www.visioncaredirect.com)  
(877) 488-8900



P (877) 488-8900  
F (844) 810-8643

3515 W Central Ave, Wichita, KS 67203  
[www.VisionCareDirect.com](http://www.VisionCareDirect.com)

September 29, 2022

City of Valley Falls  
417 Broadway St  
Valley Falls, Kansas 66088  
RE: Vision Plan Proposal

Greetings!

Thank you for the opportunity to present our proposal for vision benefit services. Vision Care Direct is a premier vision plan in the state of Kansas with a large and continually growing network.

As you may know, early detection is the key to saving lives, and an annual eye exam is an integral part of this effort. Many diseases such as diabetes, high blood pressure, glaucoma, some types of cancers as well as heart and kidney issues can all be identified inside the eye before anywhere else in the body. That's why, as a physician-owned company, ensuring your employees receive the highest quality eye care possible is our number one priority.

Please see the attached documents for our full rate proposal, including 4 different options for your company's vision benefit needs as well as 4 rate tier options for each plan. For your convenience, I have included a brief overview of these options as well as a couple items that we feel make our plan better for you and your employees below:

Effective Date:	January 01, 2023
Benefit Frequency:	12/12/12 or 12/12/24
Member Fees at Time of Service:	\$15 Exam / \$15 Materials
Materials Allowance:	\$130 Frame / \$130 Contacts
Enhanced Benefits from VCD PLUS Providers:	<ul style="list-style-type: none"><li>• Standard digital progressive lenses covered in full</li><li>• Anti-reflective coatings for any lens at no additional charge</li></ul>

**Other key advantages:**

- Amazing live customer service. No waiting on hold or listening to a menu of extensions, we actually answer the phone when you call.
- We are a locally based company, which means revenue stays right here in the state of Kansas to support local communities and schools.

Again, thank you for your time and consideration of Vision Care Direct for your company. If you have any questions, or if there is anything else we can do, please don't hesitate to call or email us anytime. We look forward to serving you!

Regards,

Kaden James  
Senior Account Executive, VCD of Kansas  
Phone: (877) 488-8900  
Email: [kaden.james@visioncaredirect.com](mailto:kaden.james@visioncaredirect.com)



## City of Valley Falls

Monthly Voluntary Rates

Eligible Employees: 8

Effective Date: 1/1/2023

	Exam Only	Gold Materials Only 130	Silver Exam + Materials 130	Gold Exam + Materials 130
<b>Benefit Frequency</b>				
Eye Exam	12 Months	Not Included	12 Months	12 Months
Frames	Not Included	12 Months	24 Months	12 Months
Lenses	Not Included	12 Months	12 Months	12 Months
<b>In Network Allowance</b>				
Frames	Not Included	\$130	\$130	\$130
Single Vision Lenses	Not Included	Included	Included	Included
Bifocal Lenses	Not Included	Included	Included	Included
Trifocal Lenses	Not Included	Included	Included	Included
Progressive Lenses	Not Included	Included*	Included*	Included*
Anti-reflective Coating	Not Included	Included*	Included*	Included*
Polycarbonate for Kids	Not Included	\$25	\$25	\$25
Elective Contact Lenses	Not Included	\$130	\$130	\$130
<b>Member Fees</b>				
Eye Exam	\$15	N/A	\$15	\$15
Glasses	N/A	\$15	\$15	\$15
<b>Rates</b>				
Employee Only	\$5.00	\$12.92	\$15.00	\$17.92
Employee + 1	\$8.00	\$20.66	\$24.00	\$28.66
Employee w/ Children	\$9.22	\$23.84	\$27.68	\$33.06
Employee w/ Family	\$15.70	\$40.54	\$47.08	\$56.24

### ADDITIONAL SAVINGS

<b>Flexible Exam Benefit</b>	In the event that a member has an eye exam included with another plan, Vision Care Direct allows you to use your exam benefit for other services or materials. A \$65 credit will be applied to your bill at time of service toward non-covered items.
<b>Lasik Vision Correction</b>	Get \$200 toward your Lasik procedure through your VCD materials benefit. Lasik is in lieu of glasses and contacts. To file for your Lasik reimbursement, go to <a href="https://members.visioncaredirect.com/lasik">members.visioncaredirect.com/lasik</a> .

\* Standard digital progressive lenses and anti-reflective coatings are included at no additional charge through any of our VCD PLUS providers. The progressive lens allowance through a Standard VCD provider is equal to the doctor's retail cost of standard trifocal lenses. There is no benefit for anti-reflective coatings through Standard VCD providers.

**Thank you for your business!**

**KADEN JAMES**  
Senior Account Executive

Vision Care Direct is a membership plan, not insurance. Minimum participation requirement for the plans offered above is 2 employees. Contact lens allowance amount is in lieu of glasses. For a complete listing of allowances, exclusions and limitations, please reference the enclosed Allowance Summary.

© 2021 Vision Care Direct. All rights reserved.



## PAYROLL DEDUCT CHEAT SHEET

Vision Care Direct bills on a monthly basis, but we understand there are varying structures for how employers pay their employees. Knowing how much to deduct from an employee's paycheck so your account balances correctly can be a tricky ordeal. We've included a helpful guide below to help you manage your payroll effectively and efficiently.

*Please note: Your bill from VCD will always reflect monthly rates regardless of your payroll structure.*

	Exam Only	Gold Materials Only 130	Silver Exam + Materials 130	Gold Exam + Materials 130
<b>Weekly Payroll Rate</b>				
Employee Only	\$1.15	\$2.98	\$3.46	\$4.14
Employee + 1	\$1.85	\$4.77	\$5.54	\$6.61
Employee w/ Children	\$2.13	\$5.50	\$6.39	\$7.63
Employee w/ Family	\$3.62	\$9.36	\$10.86	\$12.98
<b>Bi-weekly Payroll Rate</b>				
Employee Only	\$2.31	\$5.96	\$6.92	\$8.27
Employee + 1	\$3.69	\$9.54	\$11.08	\$13.23
Employee w/ Children	\$4.26	\$11.00	\$12.78	\$15.26
Employee w/ Family	\$7.25	\$18.71	\$21.73	\$25.96
<b>Semi-monthly Payroll Rate</b>				
Employee Only	\$2.50	\$6.46	\$7.50	\$8.96
Employee + 1	\$4.00	\$10.33	\$12.00	\$14.33
Employee w/ Children	\$4.61	\$11.92	\$13.84	\$16.53
Employee w/ Family	\$7.85	\$20.27	\$23.54	\$28.12

***Thank you for your business!***

**KADEN JAMES**  
Senior Account Executive



# ALLOWANCE SUMMARY

City of Valley Falls  
Plan: Exam Only

	VCD Standard Network	VCD PLUS Network	Out of Network
<b>Benefit Frequency</b>			
Eye Exam	12 Months	12 Months	12 Months
Frames	Not Included	Not Included	Not Included
Lenses	Not Included	Not Included	Not Included
Contacts	Not Included	Not Included	Not Included
<b>Member Fees</b>			
Eye Exam	\$15	\$15	\$0
Glasses	N/A	N/A	N/A
Polycarbonate for Kids	N/A	N/A	N/A
Contacts	N/A	N/A	N/A
Lasik	N/A	N/A	N/A
<b>Eye Exam</b> (amount included after exam fee listed above)			
Comprehensive eye health examination including refraction and dilation	100%	100%	\$50
<b>Flexible Exam Benefit</b>			
In the event a member has an eye exam included with another plan, Vision Care Direct allows you to use your exam benefit for other services or materials. A credit will be applied to your bill at time of service toward non-covered items.	\$65	\$65	\$0
<b>Frames</b>			
Frame allowance toward retail price of any frame in provider's office.	N/A	N/A	N/A
<b>Lenses</b> (amount included after glasses fee listed above)			
Single Vision: CR-39 in glass or plastic	N/A	N/A	N/A
Bifocal: CR-39 in glass or plastic	N/A	N/A	N/A
Trifocal: CR-39 in glass or plastic	N/A	N/A	N/A
Standard Progressive Lenses	N/A	N/A	N/A
Premium Progressive Lenses	N/A	N/A	N/A
<b>Lens Options</b>			
Scratch Resistant Coating	N/A	N/A	N/A
Ultraviolet Coating	N/A	N/A	N/A
Anti-Reflective Coating	N/A	N/A	N/A
Oil & Water Resistant Coating	N/A	N/A	N/A
Polycarbonate for Kids (after PK fee listed above)	N/A	N/A	N/A
Polycarbonate for Adults	N/A	N/A	N/A
<b>Contacts</b>			
Elective Contact Lenses: In lieu of glasses. Can be used toward multi-focal contacts and contact lens fitting fees.	N/A	N/A	N/A
Medically Necessary Contact Lenses: Requires prior authorization from your doctor to the Vision Care Direct Medical Director. Medically necessary is defined as 1) keratoconus; or 2) monocular and/or binocular aphakia	N/A	N/A	N/A
<b>Lasik</b>			
In lieu of glasses and contacts. Allowance of \$200 toward Lasik procedure in the form of a reimbursement directly to the member. To file for Lasik reimbursement, go to <a href="http://members.visioncaredirect.com/lasik">members.visioncaredirect.com/lasik</a>			

## GENERAL LIMITATIONS AND EXCLUSIONS:

Vision Care Direct guarantees benefits only for the products/services listed above. Any charges incurred for items not detailed here, or that are incurred after the membership ends, are the sole responsibility of the member. Out of network benefits are provided in the form of a reimbursement directly to the member. To file for an out of network reimbursement, visit [members.visioncaredirect.com/oon](http://members.visioncaredirect.com/oon).

Get more for your money! To access enhanced benefits through the VCD PLUS Network, look for locations on the VCD Provider Directory at [www.visioncaredirect.com](http://www.visioncaredirect.com) with this logo:





# ALLOWANCE SUMMARY

City of Valley Falls  
Plan: Gold Materials Only 130

	VCD Standard Network	VCD PLUS Network	Out of Network
<b>Benefit Frequency</b>			
Eye Exam	Not Included	Not Included	Not Included
Frames	12 Months	12 Months	12 Months
Lenses	12 Months	12 Months	12 Months
Contacts	12 Months	12 Months	12 Months
<b>Member Fees</b>			
Eye Exam	N/A	N/A	N/A
Glasses	\$15	\$15	\$0
Polycarbonate for Kids	\$25	\$25	\$0
Contacts	\$0	\$0	\$0
Lasik	\$0	\$0	\$0
<b>Eye Exam</b> (amount included after exam fee listed above)			
Comprehensive eye health examination including refraction and dilation	N/A	N/A	N/A
<b>Flexible Exam Benefit</b>			
In the event a member has an eye exam included with another plan, Vision Care Direct allows you to use your exam benefit for other services or materials. A credit will be applied to your bill at time of service toward non-covered items.	N/A	N/A	N/A
<b>Frames</b>			
Frame allowance toward retail price of any frame in provider's office.	\$130	\$130	\$60
<b>Lenses</b> (amount included after glasses fee listed above)			
Single Vision: CR-39 in glass or plastic	100%	100%	\$50
Bifocal: CR-39 in glass or plastic	100%	100%	\$75
Trifocal: CR-39 in glass or plastic	100%	100%	\$100
Standard Progressive Lenses	Up to retail price of lined trifocal	100%	\$100
Premium Progressive Lenses	Up to retail price of lined trifocal	Up to retail price of standard progressive	\$100
<b>Lens Options</b>			
Scratch Resistant Coating	Not Included	100%	\$0
Ultraviolet Coating	Not Included	100%	\$0
Anti-Reflective Coating	Not Included	100%	\$0
Oil & Water Resistant Coating	Not Included	100%	\$0
Polycarbonate for Kids (after PK fee listed above)	100%	100%	\$0
Polycarbonate for Adults	Not Included	Not Included	\$0
<b>Contacts</b>			
Elective Contact Lenses: In lieu of glasses. Can be used toward multi-focal contacts and contact lens fitting fees.	\$130	\$130	\$80
Medically Necessary Contact Lenses: Requires prior authorization from your doctor to the Vision Care Direct Medical Director. Medically necessary is defined as 1) keratoconus; or 2) monocular and/or binocular aphakia	\$750	\$750	\$80

**Lasik**  
In lieu of glasses and contacts. Allowance of \$200 toward Lasik procedure in the form of a reimbursement directly to the member. To file for Lasik reimbursement, go to [members.visioncaredirect.com/lasik](http://members.visioncaredirect.com/lasik)

**GENERAL LIMITATIONS AND EXCLUSIONS:**

Vision Care Direct guarantees benefits only for the products/services listed above. Any charges incurred for items not detailed here, or that are incurred after the membership ends, are the sole responsibility of the member. Out of network benefits are provided in the form of a reimbursement directly to the member. To file for an out of network reimbursement, visit [members.visioncaredirect.com/oon](http://members.visioncaredirect.com/oon).

Get more for your money! To access enhanced benefits through the VCD PLUS Network, look for locations on the VCD Provider Directory at [www.visioncaredirect.com](http://www.visioncaredirect.com) with this logo:







# ALLOWANCE SUMMARY

City of Valley Falls  
Plan: Silver Exam + Materials 130

	VCD Standard Network	VCD PLUS Network	Out of Network
<b>Benefit Frequency</b>			
Eye Exam	12 Months	12 Months	12 Months
Frames	24 Months	24 Months	24 Months
Lenses	12 Months	12 Months	12 Months
Contacts	12 Months	12 Months	12 Months
<b>Member Fees</b>			
Eye Exam	\$15	\$15	\$0
Glasses	\$15	\$15	\$0
Polycarbonate for Kids	\$25	\$25	\$0
Contacts	\$0	\$0	\$0
Lasik	\$0	\$0	\$0
<b>Eye Exam</b> (amount included after exam fee listed above)			
Comprehensive eye health examination including refraction and dilation	100%	100%	\$50
<b>Flexible Exam Benefit</b>			
In the event a member has an eye exam included with another plan, Vision Care Direct allows you to use your exam benefit for other services or materials. A credit will be applied to your bill at time of service toward non-covered items.	\$65	\$65	\$0
<b>Frames</b>			
Frame allowance toward retail price of any frame in provider's office.	\$130	\$130	\$60
<b>Lenses</b> (amount included after glasses fee listed above)			
Single Vision: CR-39 in glass or plastic	100%	100%	\$50
Bifocal: CR-39 in glass or plastic	100%	100%	\$75
Trifocal: CR-39 in glass or plastic	100%	100%	\$100
Standard Progressive Lenses	Up to retail price of lined trifocal	100%	\$100
Premium Progressive Lenses	Up to retail price of lined trifocal	Up to retail price of standard progressive	\$100
<b>Lens Options</b>			
Scratch Resistant Coating	Not Included	100%	\$0
Ultraviolet Coating	Not Included	100%	\$0
Anti-Reflective Coating	Not Included	100%	\$0
Oil & Water Resistant Coating	Not Included	100%	\$0
Polycarbonate for Kids (after PK fee listed above)	100%	100%	\$0
Polycarbonate for Adults	Not Included	Not Included	\$0
<b>Contacts</b>			
Elective Contact Lenses: In lieu of glasses. Can be used toward multi-focal contacts and contact lens fitting fees.	\$130	\$130	\$80
Medically Necessary Contact Lenses: Requires prior authorization from your doctor to the Vision Care Direct Medical Director. Medically necessary is defined as 1) keratoconus; or 2) monocular and/or binocular aphakia	\$750	\$750	\$80
<b>Lasik</b>			
In lieu of glasses and contacts. Allowance of \$200 toward Lasik procedure in the form of a reimbursement directly to the member. To file for Lasik reimbursement, go to <a href="http://members.visioncaredirect.com/lasik">members.visioncaredirect.com/lasik</a>			

### GENERAL LIMITATIONS AND EXCLUSIONS:

Vision Care Direct guarantees benefits only for the products/services listed above. Any charges incurred for items not detailed here, or that are incurred after the membership ends, are the sole responsibility of the member. Out of network benefits are provided in the form of a reimbursement directly to the member. To file for an out of network reimbursement, visit [members.visioncaredirect.com/oon](http://members.visioncaredirect.com/oon).

Get more for your money! To access enhanced benefits through the VCD PLUS Network, look for locations on the VCD Provider Directory at [www.visioncaredirect.com](http://www.visioncaredirect.com) with this logo:





# ALLOWANCE SUMMARY

City of Valley Falls  
Plan: Gold Exam + Materials 130

	VCD Standard Network	VCD PLUS Network	Out of Network
<b>Benefit Frequency</b>			
Eye Exam	12 Months	12 Months	12 Months
Frames	12 Months	12 Months	12 Months
Lenses	12 Months	12 Months	12 Months
Contacts	12 Months	12 Months	12 Months
<b>Member Fees</b>			
Eye Exam	\$15	\$15	\$0
Glasses	\$15	\$15	\$0
Polycarbonate for Kids	\$25	\$25	\$0
Contacts	\$0	\$0	\$0
Lasik	\$0	\$0	\$0
<b>Eye Exam</b> (amount included after exam fee listed above)			
Comprehensive eye health examination including refraction and dilation	100%	100%	\$50
<b>Flexible Exam Benefit</b>			
In the event a member has an eye exam included with another plan, Vision Care Direct allows you to use your exam benefit for other services or materials. A credit will be applied to your bill at time of service toward non-covered items.	\$65	\$65	\$0
<b>Frames</b>			
Frame allowance toward retail price of any frame in provider's office.	\$130	\$130	\$60
<b>Lenses</b> (amount included after glasses fee listed above)			
Single Vision: CR-39 in glass or plastic	100%	100%	\$50
Bifocal: CR-39 in glass or plastic	100%	100%	\$75
Trifocal: CR-39 in glass or plastic	100%	100%	\$100
Standard Progressive Lenses	Up to retail price of lined trifocal	100%	\$100
Premium Progressive Lenses	Up to retail price of lined trifocal	Up to retail price of standard progressive	\$100
<b>Lens Options</b>			
Scratch Resistant Coating	Not Included	100%	\$0
Ultraviolet Coating	Not Included	100%	\$0
Anti-Reflective Coating	Not Included	100%	\$0
Oil & Water Resistant Coating	Not Included	100%	\$0
Polycarbonate for Kids (after PK fee listed above)	100%	100%	\$0
Polycarbonate for Adults	Not Included	Not Included	\$0
<b>Contacts</b>			
Elective Contact Lenses: In lieu of glasses. Can be used toward multi-focal contacts and contact lens fitting fees.	\$130	\$130	\$80
Medically Necessary Contact Lenses: Requires prior authorization from your doctor to the Vision Care Direct Medical Director. Medically necessary is defined as 1) keratoconus; or 2) monocular and/or binocular aphakia	\$750	\$750	\$80
<b>Lasik</b>			
In lieu of glasses and contacts. Allowance of \$200 toward Lasik procedure in the form of a reimbursement directly to the member. Only valid on plans with materials benefits. To file for Lasik reimbursement, go to <a href="http://members.visioncaredirect.com/lasik">members.visioncaredirect.com/lasik</a>			

### GENERAL LIMITATIONS AND EXCLUSIONS:

Vision Care Direct guarantees benefits only for the products/services listed above. Any charges incurred for items not detailed here, or that are incurred after the membership ends, are the sole responsibility of the member. Out of network benefits are provided in the form of a reimbursement directly to the member. To file for an out of network reimbursement, visit [members.visioncaredirect.com/oon](http://members.visioncaredirect.com/oon).

Get more for your money! To access enhanced benefits through the VCD PLUS Network, look for locations on the VCD Provider Directory at [www.visioncaredirect.com](http://www.visioncaredirect.com) with this logo:





# GROUP APPLICATION FORM

To enroll, simply complete the application below and return to Vision Care Direct via email at [admin@visioncaredirect.com](mailto:admin@visioncaredirect.com), or send by fax to (844) 810-8643. If you have any questions, feel free to call us toll-free at (877) 488-8900.

## GROUP INFORMATION

GROUP NAME City of Valley Falls		TAX ID	
PHYSICAL ADDRESS 417 Broadway St		CITY Valley Falls	STATE Kansas
MAILING ADDRESS (IF DIFFERENT)		CITY	STATE
PHONE (785) 945-6612	FAX (785) 945-3341	EMAIL cityadmin@valleyfalls.org	
PRIMARY CONTACT Audree Guzman	NO. OF ELIGIBLE EMPLOYEES 8	SEASONAL EMPLOYEE PAYROLL CYCLES (CHECK ALL THAT APPLY) <input type="checkbox"/> 9 Month <input type="checkbox"/> 10 Month <input type="checkbox"/> Other _____	

## AGENT OF RECORD

NAME OF AGENT		NAME OF AGENCY	
ADDRESS		CITY	STATE
PHONE	FAX	EMAIL	
GRANT PERMISSION TO VIEW YOUR ACCOUNT INFORMATION ONLINE? <input type="checkbox"/> Yes <input type="checkbox"/> No		GRANT PERMISSION TO MAKE CHANGES ON YOUR BEHALF ONLINE? <input type="checkbox"/> Yes <input type="checkbox"/> No	
NAME OF GENERAL AGENT (IF APPLICABLE)		NAME OF GENERAL AGENCY	
G.A. PHYSICAL ADDRESS		CITY	STATE
G.A. PHONE	G.A. FAX	G.A. EMAIL	
GRANT PERMISSION TO VIEW YOUR ACCOUNT INFORMATION ONLINE? <input type="checkbox"/> Yes <input type="checkbox"/> No		GRANT PERMISSION TO MAKE CHANGES ON YOUR BEHALF ONLINE? <input type="checkbox"/> Yes <input type="checkbox"/> No	

## PLAN DETAILS

EFFECTIVE DATE January 01, 2023	RATE GUARANTEE 24 Months	RATE TIER (CHECK ONE) <input type="checkbox"/> 2-Tier <input type="checkbox"/> 3-Tier <input checked="" type="checkbox"/> 4-Tier		
GROUP CONTRIBUTION Paid by Group _____% Paid by Employee _____%		HOW WOULD YOU LIKE TO RECEIVE YOUR MONTHLY BILL? <input type="checkbox"/> Email (requires user account) <input type="checkbox"/> US Mail		
PLANS TO BE OFFERED (Check all that apply)	Employee Only	Employee + 1	Employee w/Children	Employee w/Family
<input type="checkbox"/> Exam Only	\$5.00	\$8.00	\$9.22	\$15.70
<input type="checkbox"/> Gold Materials Only 130	\$12.92	\$20.66	\$23.84	\$40.54
<input type="checkbox"/> Silver Exam + Materials 130	\$15.00	\$24.00	\$27.68	\$47.08
<input type="checkbox"/> Gold Exam + Materials 130	\$17.92	\$28.66	\$33.06	\$56.24

## I. BUSINESS ASSOCIATE AGREEMENT

This HIPAA Business Associate Agreement (the "Agreement") is made by and between City of Valley Falls ("Client Company"), and Independent Eye Care Professionals, Inc. d/b/a Vision Care Direct ("Business Associate") (each a "Party" and collectively the "Parties") and is effective upon the date of signing this Agreement.

### 1. BACKGROUND

Business Associate performs functions, activities or services for, or on behalf of Client Company and Business Associate receives, has access to or creates Protected Health Information (PHI), including Electronic Protected Health Information (ePHI), in order to perform such functions, activities or services. The purpose of this Agreement is to set forth the terms and conditions of disclosure of PHI by Client Company to Business Associate and to ensure the confidentiality, integrity and availability of ePHI that Business Associate creates, receives, maintains or transmits on behalf of Client Company. It is the intent of Client Company and Business Associate that this Agreement will meet the requirements of the Privacy Rule and the Security Rule.

### 2. DEFINITIONS

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") Privacy Rule and Security Rule. 45 CFR Parts 160 and 164. Following are some of the key terms of this Agreement.

2.1 Business Associate. "Business Associate" is an individual or organization that creates, receives, maintains, or transmits protected health information on behalf of a Client Company, it shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this agreement shall mean Independent Eye Care Professionals, Inc. d/b/a Vision Care Direct;

2.2 Client Company. "Client Company" is a company or corporation who electronically transmits health information in connection with certain transactions for which HHS has established standards under the HIPAA Transactions Rule, it shall generally have the same meaning as the term "Client Company" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean City of Valley Falls;

2.3 Subcontractor. "Subcontractor" is a person (as defined in 45 CFR 160.103) who a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate, it shall generally have the same meaning as the term "subcontractor" at 45 CFR 160.103.

2.4 HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification and Enforcement Rules at 45 CFR Part 160 and Part 164;

2.5 Protected Health Information. "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 CFR § 160.103, but shall be limited to the information created or received by Business Associate from or on behalf of Client Company;

2.6 Electronic Protected Health Information. "Electronic Protected Health Information" or "ePHI" shall have the same meaning as the term "electronic protected health information" in 45 CFR § 160.103, but shall be limited to the EPHI that Business Associate creates, receives, maintains, or transmits on behalf of Client Company.

### 3. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

Business Associate Agrees to:

3.1 Use and Disclosure. Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law;

3.2 Safeguards. Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement;

3.3 Reports of Non-Permitted Use or Disclosure. Report to Client Company any use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;

3.4 Reports of Security Incidents. Report to Client Company any use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;

3.5 Subcontractors. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information.

3.6 Designated Record Set.

(a) Make available protected health information in a designated record set to the Client Company as necessary to satisfy Client Company's obligations under 45 CFR 164.524;

(b) Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the Client Company pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Client Company's obligations under 45 CFR 164.526;

3.7 Accounting of Disclosures. Maintain and make available the information required to provide an accounting of disclosures to the Client Company as necessary to satisfy Client Company's obligations under 45 CFR 164.528;

3.8 Internal Practices. Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules;

3.9 Privacy of Individually Identifiable Health Information (Subpart E). To the extent the business associate is to carry out one or more of Client Company's obligation(s) under Subpart E of 45 CFR Part 164.500-164.534, comply with the requirements of Subpart E that apply to the Client Company in the performance of such obligation(s);

3.10 Business Associates' Obligations Related to Breach of Unsecured PHI.

(a) For purposes of this section, "Breach" and "Unsecured PHI" shall have the same meaning as "breach" and "unsecured protected health information," respectively, as such terms are defined by 45 C.F.R. 164.402;

(b) Following the discovery of a potential Breach of Unsecured PHI, Business Associate shall notify Client Company of the Breach within 10 days from the date of discovery. Such notification shall be made without unreasonable delay after discovering the Breach, but no later than sixty (60) calendar days after the discovery;

(c) Business Associate's notice shall include, to the extent possible, the identification of each Individual who's Unsecured PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, used, or disclosed during or as a result of the Breach. Business Associate shall also provide Client Company with at least the following information: a description of the Breach, including the date of Breach and the date of discovery of the Breach, if known; a description of the types of Unsecured PHI involved in the Breach; any steps Individuals should take to protect themselves from potential harm resulting from the Breach; a brief description of what Business Associate is going to investigate the Breach, to mitigate harm to Individuals, and to protect against any further Breaches; and any other information requested by Client Company related to the Breach. Business Associate shall promptly supplement such notice with additional information as it becomes available;

(d) Business Associate will secure all ePHI, as appropriate, so as to render it unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in guidance issues pursuant to the requirements of the Omnibus Rule or notify Client Company of any Breach relating to Unsecured PHI, which notice shall be in compliance with the requirements of the Omnibus Rule and shall be given to Client Company as defined in 3.13 (b) above.

#### 4. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

4.1 Business Associate may only use or disclose protected health information as necessary to perform the services set forth in Service Agreement;

4.2 Business Associate is authorized to use protected health information to de-identify the information in accordance with 45 CFR 164.514(a)-(c);

4.3 Business Associate may use or disclose protected health information as required by law;

4.4 Business Associate agrees to make uses and disclosures and requests for protected health information consistent with Client Company's minimum necessary policies and procedures;

4.5 Business associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by Client Company, except for the specific uses and disclosures set forth below:

(a) Business Associate may use protected health information for the proper management and administration of the business associate or to carry out the legal responsibilities of the business associate;

(b) Business Associate may disclose protected health information for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached;

(c) Business Associate may provide data aggregation services relating to the health care operations of the Client Company.

## 5. PROVISIONS FOR CLIENT COMPANY TO INFORM BUSINESS ASSOCIATE OF PRIVATE PRACTICES AND RESTRICTIONS

5.1 Privacy Practices. Client Company shall notify Business Associate of any limitation(s) in the notice of privacy practices of Client Company under 45 CFR 164.520, to the extent that such limitation may affect business associate's use or disclosure of protected health information;

5.2 Notice of Changes and Restrictions. Client Company shall notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect Business Associate's use or disclosure of protected health information;

Client Company shall notify business associate of any restriction on the use or disclosure of protected health information that Client Company has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect business associate's use or disclosure of protected health information;

5.3 Permissible Requests by Client Company. Client Company shall not request Business Associate to use or disclose protected health information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Client Company, except if the Business Associate will use or disclose protected health information for data aggregation, management and administration, and legal responsibilities of the Business Associate.

## 6. TERM AND TERMINATION

6.1 Term. This Agreement shall be effective as of the date duly executed, and shall remain in effect for the duration of the relationship or on the date Client Company terminates for cause as authorized in paragraph (b) of this section, whichever is sooner.

6.2 Termination.

(a) Termination resulting from the End of Relationship, Functions or Services. This Agreement shall terminate in the event that the underlying relationship, functions, or services that gives rise to the necessity of a Business Associate Agreement terminates for any reason;

(b) Termination for Cause. Business Associate authorizes termination of this Agreement by Client Company, if Client Company determines Business Associate has violated a material term of the Agreement and Business Associate has not cured the breach or ended the violation within the time specified by Client Company;

(c) Obligations of Business Associate Upon Termination. Upon termination of this Agreement for any reason, Business Associate, with respect to protected health information received from Client Company, or created, maintained, or received by business associate on behalf of Client Company, shall:

1. Retain only that protected health information which is necessary for business associate to continue its proper management and administration or to carry out its legal responsibilities;

2. Return to Client Company the remaining protected health information that the business associate still maintains in any form;

3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as business associate retains the protected health information;

4. Not use or disclose the protected health information retained by business associate other than for the purposes for which such protected health information was retained and subject to the same conditions which applied prior to termination; and

5. Return to Client Company the protected health information retained by business associate when it is no longer needed by business associate for its proper management and administration or to carry out its legal responsibilities.

6.3 Return or Destruction of PHI.

(a) Except as provided in paragraph (b) of this section, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from Client Company, or created or received by Business Associate on behalf of Client Company. This

provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI;

(b) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate and/or subcontractors maintain such PHI.

6.4 Survival. The respective rights and obligations of Business Associate under this section of this Agreement shall survive the termination of this Agreement.

## **II. VISION SERVICES AGREEMENT**

We hereby agree to apply for membership with Vision Care Direct (VCD), a vision benefit program administered by Independent Eye Care Professionals, Inc. (IECP) for the benefit of our employees. We will instruct the payroll department to honor the attached application requests signed by our employees to enroll themselves and/or dependents in VCD, deduct the appropriate membership fee per employee from the employee's earnings and forward to the VCD Administration office monthly such membership fees, as indicated on the client company's monthly membership report and/or the monthly invoice.

It is agreed that this program will remain in effect for a period of one year for programs with a maximum 12 month benefit and/or two years for programs with a maximum 24 month benefit commencing from the effective date noted on the Group Application Form, and will automatically renew until terminated in writing by the client company. To determine maximum benefit period, refer to the Group Application Form provided herein.

The client company also acknowledges and agrees that:

1. Client company will remit all monies due as specified herein and no later than net thirty (30) days after the billing date (on or about the 25<sup>th</sup>) of the month prior to membership.
2. Failure to remit those monies by that date may result in automatic termination of participation of the client company's employees and dependents in the Vision Care Direct program.
3. Payment by check does not constitute actual payment until the check is received by the VCD Administration office and honored by the drawee bank.
4. The program will begin on January 01, 2023 and will automatically renew on an annual basis until a termination notice is received. Termination requests must be received in writing at least 30 days prior to the renewal date. Any requests for payment filed after the requested termination date will be collected from the provider and will become member responsibility.
5. The client company has had the program, including savings, explained in full and that it specifically understands that there is no insurance or rights shifted to the client company's employees under the program.
6. This agreement is voidable by the program if this application contains any material misrepresentations.
7. If legal action is necessary to collect any monies due, the client company shall pay all costs of collection, including attorney's fees. Jurisdiction and venue for all legal actions shall be in the state of Kansas and Kansas law shall govern.

## **III. VCD EXTENDED COVERAGE PROGRAM VS. COBRA**

Vision Care Direct constantly strives to create programs and processes to assist our client companies in offering the best possible value in vision plan benefits. Vision Care Direct is a membership plan, not medical care or health care, and therefore it is not subject to COBRA. We understand COBRA coverage can be an important benefit for employees after termination. To ensure the highest level of customer service and flexibility, we have created two options to meet the needs of our client companies and their terminated employees.

### **Option 1 – Vision Care Direct Extended Coverage Program (ECP)**

Vision Care Direct will automatically send an Extended Coverage Program letter to terminated employees upon termination of their Vision Care Direct vision plan.

The Extended Coverage Program is optional. It offers terminated employees the opportunity to continue their same coverage at the same rates for an additional 24 months. The terminated employee pays all rates directly to Vision Care Direct. If their terminated employee elects to participate they must return all completed documents and requested information on the ECP letter within 60 days.

### **Option 2 – Similar to COBRA Approach:**

Vision Care Direct will work directly with the client company. Vision Care Direct will follow the client company's typical process for offering COBRA benefits to its terminated employees.

The COBRA approach requires an explanation, written description of how the client company handles their COBRA implementation and the contact information of who within the company handles COBRA implementation. In the even that an outside company has been contracted to provide this service, their contact information and written process must also be provided.

**Please select the option below that best meets the needs of your company:**

**Vision Care Direct Extended Coverage Program**

-- OR --

**Similar to COBRA Approach**

Company contact for COBRA implementation:

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

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

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and made effective as of the Effective Date specified in Section 6.1.

**CLIENT COMPANY**

**VISION CARE DIRECT**

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

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

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

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

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

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

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

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





# SIMPLE. FLEXIBLE. AFFORDABLE



	BENEFITS	INCLUDED
<b>FRAMES</b>	\$130	✓
<b>CONTACTS</b>	\$130	✓
<b>LENSES</b>	Single Vision	✓
	Bifocal	✓
	Trifocal	✓
<b>VCD PLUS EXTRAS*</b>	HD Progressive	✓
	Anti-Reflective Coating	✓
	Scratch Resistance	✓
	UV Protection	✓
	Oil & Water Resistance	✓

## COMPLETE PAIR OF GLASSES STARTING AT JUST \$15

At last, you finally have the freedom to use your materials allowance the way you want without all the surprise out of pocket expenses. With VCD PLUS providers in your area, you'll have access to high definition (single vision, bifocal, trifocal or premium progressive) lenses, premium anti-reflection coating, scratch resistant coating and UV protection all for one low price!

## OWNED BY KANSANS, FOR KANSANS

Vision Care Direct is proudly owned by private practice optometrists right here in the great state of Kansas. Revenue and tax dollars stay in Kansas to support your local communities and schools.

\*Benefits available exclusively at VCD PLUS participating providers. Contact lens benefit is in lieu of glasses.

Vision Care Direct is a membership plan, not insurance. Minimum participation requirement for the plans offered above is 2 employees. Contact lens allowance amount is in lieu of glasses. For a complete listing of allowances, exclusions and limitations, please reference the enclosed Allowance Summary.

© 2021 Vision Care Direct. All rights reserved.



# MEMBER APPLICATION FORM

To enroll, simply complete the application below and return to your employer's Human Resources department. If you have any questions or need additional assistance, feel free to call us toll-free at (877) 488-8900.

## GROUP INFORMATION

GROUP ID	GROUP NAME City of Valley Falls			
PHYSICAL ADDRESS 417 Broadway St		CITY Valley Falls	STATE Kansas	ZIP 66088
PHONE (785) 945-6612	FAX (785) 945-3341	EMAIL cityadmin@valleyfalls.org		

## EMPLOYEE INFORMATION

EMPLOYEE FIRST NAME	MI	LAST NAME	REQUESTED EFFECTIVE DATE	
HOME ADDRESS		CITY	STATE	ZIP
DATE OF BIRTH	GENDER <input type="checkbox"/> Male <input type="checkbox"/> Female		MARITAL STATUS <input type="checkbox"/> Single <input type="checkbox"/> Married	
HOME PHONE	WORK PHONE	EMAIL		

## DEPENDENTS TO BE ADDED Include only family members for whom membership is desired.

SPOUSE FIRST NAME	MI	LAST NAME	DATE OF BIRTH	GENDER <input type="checkbox"/> Male <input type="checkbox"/> Female
DEPENDENT FIRST NAME	MI	LAST NAME	DATE OF BIRTH	GENDER <input type="checkbox"/> Male <input type="checkbox"/> Female
DEPENDENT FIRST NAME	MI	LAST NAME	DATE OF BIRTH	GENDER <input type="checkbox"/> Male <input type="checkbox"/> Female
DEPENDENT FIRST NAME	MI	LAST NAME	DATE OF BIRTH	GENDER <input type="checkbox"/> Male <input type="checkbox"/> Female
DEPENDENT FIRST NAME	MI	LAST NAME	DATE OF BIRTH	GENDER <input type="checkbox"/> Male <input type="checkbox"/> Female

## PLAN CHOICE

AVAILABLE PLAN OPTIONS (Check one)	Employee Only	Employee + 1	Employee w/Children	Employee w/Family
<input type="checkbox"/> Exam Only	\$5.00	\$8.00	\$9.22	\$15.70
<input type="checkbox"/> Gold Materials Only 130	\$12.92	\$20.66	\$23.84	\$40.54
<input type="checkbox"/> Silver Exam + Materials 130	\$15.00	\$24.00	\$27.68	\$47.08
<input type="checkbox"/> Gold Exam + Materials 130	\$17.92	\$28.66	\$33.06	\$56.24

## ACKNOWLEDGMENT

I understand that Vision Care Direct is a membership plan and not vision insurance. I understand that I may make changes for a Qualifying Event (see company policy). I authorize my group to make payroll deductions of monthly contributions from my earnings. As long as I remain employed at my current group, I commit to making all financial contributions required by this program. Should I leave the group under which I enrolled in the program, I have the opportunity to convert to a VCD Individual Plan. Should I agree to have my plan converted to an individual plan, I will be subject to the terms and conditions under that plan. Note: Membership cards are automatically generated when the Member Application Form is processed and entered into the Vision Care Direct System. You do not need to wait until you receive your membership card to seek care. If you require care before your card arrives, your VCD doctor can log-on to [www.VisionCareDirect.com](http://www.VisionCareDirect.com) to verify eligibility.

Signature

Date

# VISION BENEFIT PROPOSAL

CUSTOMIZED FOR City of Valley Falls



## EYE CARE WITH A BIGGER FOCUS

Your well-being is at the heart of everything we do. Like harnessing the power of eye exams to detect signs of health conditions before they become more serious. That's why it's no surprise more than 81 million people in the U.S. choose VSP® Vision Care for their eye care and eyewear. For over 65 years, we've put people before profit—pushing the limits on what's possible to help everyone see well and be well.

### #1 IN ACCESS TO QUALITY CARE\*

Choice of an independent doctor or popular retail chain, including Visionworks®, Walmart, and more.

### CONVENIENT PLAN MANAGEMENT

Manage membership, view bills, and make payments online day or night, 365 days a year.\*\*

### #1 IN MEMBER SATISFACTION\*

A no-hassle benefit that members enroll in and use more than any other vision plan.\*

## VSP SIGNATURE PLAN®: CUSTOMIZED BENEFIT OPTIONS AND MONTHLY RATES

OPTION 1 Employer Pays 100% of Premium for Employees and Dependents 2-9 Employees Enrolled			
FREQUENCY	COPAYS AND ALLOWANCES	ENHANCEMENTS	MONTHLY RATES
Exam every 12 months	\$10 Total Copay	Photochromic Lenses, Tints, and Dyes	Employee Only \$20.81
Lenses every 12 months	\$150 Frame Allowance		Employee + One \$33.29
Frame every 12 months	\$130 Contact Lens Allowance		Employee + Children \$33.99
Contact Lenses every 12 months (Instead of lenses and frame)			Employee + Family \$54.79
OPTION 2 Employer Pays 100% of Premium for Employees and Dependents 2-9 Employees Enrolled			
FREQUENCY	COPAYS AND ALLOWANCES	ENHANCEMENTS	MONTHLY RATES
Exam every 12 months	\$10 Exam Copay	Photochromic Lenses, Tints, and Dyes	Employee Only \$13.77
Lenses every 12 months	\$25 Frame/Lens Copay		Employee + One \$22.03
Frame every 12 months	\$150 Frame Allowance		Employee + Children \$22.49
Contact Lenses every 12 months (Instead of lenses and frame)	\$130 Contact Lens Allowance		Employee + Family \$36.26
OPTION 3 Employer Pays 100% of Premium for Employees and Dependents 2-9 Employees Enrolled			
FREQUENCY	COPAYS AND ALLOWANCES	ENHANCEMENTS	MONTHLY RATES
Exam every 12 months	\$10 Total Copay		Employee Only \$17.48
Lenses every 12 months	\$150 Frame Allowance		Employee + One \$27.97
Frame every 24 months	\$130 Contact Lens Allowance		Employee + Children \$28.55
Contact Lenses every 12 months (Instead of lenses and frame)			Employee + Family \$46.03
OPTION 4 Employer Pays 100% of Premium for Employees and Dependents 2-9 Employees Enrolled			
FREQUENCY	COPAYS AND ALLOWANCES	ENHANCEMENTS	MONTHLY RATES
Exam every 12 months	\$10 Exam Copay		Employee Only \$11.87
Lenses every 12 months	\$25 Frame/Lens Copay		Employee + One \$19.00
Frame every 24 months	\$150 Frame Allowance		Employee + Children \$19.39
Contact Lenses every 12 months (Instead of lenses and frame)	\$130 Contact Lens Allowance		Employee + Family \$31.26

The Political rates quoted above for the VSP Signature Plan are valid based on: i. an effective date of May 1, 2022 for a client headquartered in Kansas, ii. 24-month rate guarantee and contract term, and iii. the agreement that VSP will receive these amounts over the full plan term. Rates include all applicable taxes and health assessment fees known on the date of this proposal and exclude platform participation and associated fees. Individual experience is not available for pooled groups.

\*\*For plans offered to employers with 2-9 employees, use of the online eligibility management and billing tools on the Clients & Benefit Managers Resource Center at [getvsp.com](http://getvsp.com) is required.



**THE VSP SIGNATURE PLAN IS FULL OF BENEFITS**

If you're looking for a first-class vision plan, look no further. The VSP Signature Plan is a premier full-service plan that offers choice, flexibility, and maximum value through a VSP network provider.

**AVERAGE SAVINGS OF 40% ON ALL LENS ENHANCEMENTS<sup>1</sup>**

Protection from UV, relief from digital eyestrain, and more.

**COVERAGE FOR URGENT AND MEDICAL EYE CARE**

Care for conditions like pink eye, dry eye, diabetic eye disease and glaucoma.

**UP TO \$3,000 IN SAVINGS**

Contact lens rebates and discounts on hearing aids, prescriptions—the list goes on.<sup>2</sup>

VSP SIGNATURE PLAN BENEFITS		
	In-network	Out-of-network
<b>Vision Care</b>		
<b>WellVision Exam*</b>	Covered-in-full after copay	Reimbursed up to \$50
<b>Contact Lens Exam, Fitting, and Evaluation</b> (Standard & Premium)	Covered-in-full after copay, not to exceed \$60	Not applicable
<b>Routine Retinal Scanning</b>	Covered-in-full after copay, not to exceed \$39 <sup>3</sup>	Not applicable
<b>Frames</b>		
	Covered-in-full after copay, up to frame allowance <sup>4</sup>	
	20% off any amount above the allowance <sup>3,4</sup>	Reimbursed up to \$70
	Extra \$20 allowance on Featured Frame Brands <sup>4,6</sup>	
<b>Lenses</b>		
<b>Single Vision</b>		Reimbursed up to \$50
<b>Lined Bifocal</b>		Reimbursed up to \$75
<b>Lined Trifocal</b>	Covered-in-full after copay	Reimbursed up to \$100
<b>Lenticular</b>		Reimbursed up to \$125
<b>Standard Progressive Lenses</b>		Reimbursed up to \$75
<b>Lens Enhancements</b> Enhanced coverage may apply. Refer to the option(s) under Customized Benefit Options and Monthly Rates.		
<b>Premium Progressive Lenses</b>	\$80 - \$90	
<b>Custom Progressive Lenses</b>	\$120 - \$160	
<b>Standard Anti-Reflective Coating</b>	\$37	
<b>Photochromic Lenses</b>	\$70	
<b>Solid Tints and Dyes</b>	\$0	Not applicable
<b>Plastic Gradient Tints</b>	\$15	
<b>Polycarbonate Lenses</b>	\$23 - \$28; \$0 for children	
<b>Scratch-Resistant Coating</b>	\$15	
<b>UV Protection</b>	\$14	
<b>Contact Lenses</b> Instead of lenses and frame		
<b>Elective</b>	Covered-in-full, up to Contact Lens Allowance	Reimbursed up to \$105 <sup>7</sup>
<b>Necessary</b>	Covered-in-full after copay	Reimbursed up to \$210

VSP SIGNATURE PLAN BENEFITS (CONTINUED)		
	In-network	Out-of-network
<b>Additional Benefits</b>		
<b>Essential Medical Eye Care<sup>SM,8</sup></b> Supplemental coverage beyond routine care to treat urgent issues/monitor ongoing conditions like pink eye, sudden vision changes, dry eye, diabetic eye disease and glaucoma	Covered-in-full after copay; not to exceed \$20	Not applicable <sup>10</sup>
<b>Low Vision</b> Supplemental testing and coverage for approved low vision aids; for members with vision loss that prevents reading, moving around in unfamiliar surroundings, and completing desired tasks	Up to \$1,000 every two years; covers 100% supplemental testing and 75% for approved low vision aid	
<b>VSP Laser VisionCare<sup>SM</sup> Program<sup>9</sup></b> Discounted access for laser vision correction services	Average savings of 15-20% off retail price or 5% off promotional price	
<b>Additional Pairs of Glasses</b>	30% off unlimited additional pairs of prescription glasses and/or non-prescription sunglasses <sup>3,4,5</sup>	
<b>Sunglasses</b> Use of frame allowance for non-prescription sunglasses; for members who have had laser surgery	Covered-in-full after copay, up to frame allowance <sup>5</sup>	

**Offer employees a vision benefit they're going to love.  
Contact your VSP representative to get started.**

**Confidentiality Statement**

This proposal has been designed by VSP specifically for City of Valley Falls. It contains confidential information that is unique to our plan designs and rate structures, all of which are critical to VSP trade secrets. For this reason, we respectfully request that the information in this proposal be treated as confidential, as allowed under applicable laws, and not released to any interested parties without VSP written consent. It is also important to note that our proposal is based on the scope of the obligations that VSP agrees to undertake. VSP will comply with state and/or federal rules and regulations as they pertain to prepaid vision plans with a defined benefit.

**Exclusions and Limitations**

- When covered-in-full benefits are obtained from a VSP network doctor, the member will have no out-of-pocket costs other than copays. Vision care and eyewear obtained from an out-of-network provider are subject to product availability and the same copays. For details, see above.
- Some eyewear and vision care may be limited or not covered under this plan, as follows. Please contact VSP Vision Care for more information.
  - Cosmetic materials, such as lenses with refractive correction of less than ± .50 diopter, unless otherwise stated above.
  - Services and/or materials not specifically indicated on this schedule as covered plan benefits.
  - Two pairs of glasses instead of bifocals.
  - Replacement of lenses, frames, and/or contact lenses furnished under this plan which are lost/broken/damaged, except at the normal intervals when services are otherwise available.
  - Orthoptics or vision training and any associated supplemental testing. Medical or surgical treatment of the eyes and services associated with CRT or orthokeratology.
  - Contact lens insurance policies or service agreements. Refitting of contact lenses after the initial (90-day) fitting period. Additional office visits associated with contact lens pathology.
  - Contact lens modification, polishing, or cleaning.
- Local, state, and/or federal taxes, except where VSP is required by law to pay.
- Coverage shall be governed solely by the terms of your VSP contract.

**Additional exclusions and limitations related to specific benefits of the VSP Signature Plan:**

1. Savings off average usual and customary pricing based on VSP claims data.
2. Hearing aid discounts are not available in CA or WA.
3. Based on applicable laws, benefits may vary by location.
4. Benefits may vary at retail chain locations. Costco frame allowance is \$70 as prices already include discounts instead of those noted. Extra frame allowance on Featured Frame Brands is not available at Costco, Walmart and Sam's Club.
5. 30% off applies to glasses purchased the same day as the member's eye exam from the same VSP doctor who provided the exam. Members also receive 20% off unlimited additional pairs of glasses valid through any VSP network provider within 12 months of the last covered eye exam. Exceptions at retail locations may apply.
6. Reflects current promotion. Featured Frame Brands are subject to change. Available only to VSP members with applicable plan benefits through VSP network doctors and in-network locations. Not available to members whose coverage includes an additional \$50 allowance on Featured Frame Brands. In the event of a conflict between this information and your organization's contract with VSP, the terms of the contract will prevail.
7. If \$100 in-network allowance is purchased, members will be reimbursed up to \$85 out-of-network.
8. Essential Medical Eye Care pays secondary to the member's medical insurance.
9. Discounts only available from VSP-contracted facilities.
10. Essential Medical Eye Care is available out-of-network in states where it's required by law.
11. Pre-made and ready-to-wear glasses are covered by plan's frame and lens benefit and is in lieu of prescription frame and lenses.

<sup>8</sup>2017 National Vision Plan Member Research

<sup>9</sup>©2022 Vision Service Plan. All rights reserved.

VSP, WellVision Exam, VSP Signature Plan, VSP ProTec Safety Plan, and eyeconic.com are registered trademarks, and VSP Primary EyeCare Plan, VSP Laser VisionCare Program, and VSP Computer VisionCare Plan are service marks of Vision Service Plan. All other brands or marks are the property of their respective owners. 83737 VCXA



City of  
**VALLEY FALLS**

*Incorporated May 17, 1854*

**City Administrator Report**  
**City Council November 16, 2022**

## Projects

1. **CDBG Sewer Project Phase 1** - Design and Environmental in progress. Designs being sent to KDHE next week. Construction anticipated in 2023.
2. **CDBG Sewer Project Phase 2** - Project postponed until 2024.
3. **American Rescue Plan Act (ARPA)** - Projects completed to date include: gWorks Software, RV Park Electrical Upgrade. Funds used to date: \$23,851.40. Projects pending to date include: K-16 Entry Signs. Funds planned for projects: \$7,000. Remaining Funds: \$145,106.96.
4. **USDOT Safety Action Plan Grant** - Applied for the KDOT Cost Share Portion. Application submitted on 9/12/2022.
5. **Hazard Mitigation Grant** - Applied for the BRIC Hazard Mitigation grant. Intent to use for the river in-take water system engineering Phase 1. Letter of Intent submitted on 09/12/2022.
6. **Opioid Settlement** - We received a first disbursement of \$283.10. The Attorney General's office does not know when rest of funds will be disbursed. 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.
7. **HEAL Grant** Application submitted for 419 Broadway St.
8. **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.
9. **Entry/ Welcome Signs** - Coordinating with KDOT and USACE to help Community Foundation with project.
10. **Hurst Water Tower** - Work is completed. After disinfection/ final inspection the tower will be back in service.
11. **KDHE Lead & Copper Lead & Copper Inventory** due to KDHE by October 16, 2024.
12. **Tucking Lot** - Set for discussion at work session.
13. **Fire Hydrant Testing** - KRWA will be flow testing all our fire hydrants after water tower work is complete. This service is free.
14. **Automatic Water Meters** - 255 meters installed to date. Total of 493 water meters.

## Working / In Progress

1. **Employee Evaluations** Evaluations presented at November 16<sup>th</sup> council meeting. COLA & Merit approved at December 7<sup>th</sup> meeting.
2. **Vision Insurance** On agenda for November 16<sup>th</sup> council meeting.
3. **Barnes Addition Plot** PEC anticipates the completion of plotting and surveying by the end of December.
4. **Pool Survey** Kramer LLC is currently working on the survey for the pool.
5. **Snow Route** Snow route signs and post have been delivered. Working on installation.
6. **Economic Development Board** - Will contact all members.
7. **Planning Commission** - Working on developing a Comprehensive Plan. KU can help draft. Required to have by Statute. City does not currently have a plan.
8. **Teen Court** Working on a diversion program and youth court program for teen offenders.
9. **Water Master Plan** Working with PEC to start a water line replacement project once Sewer is completed. Starting the process now will make sure we have everything in order to begin once sewer is done.
10. **Utility Mapping** Found out that KRWA did GIS mapping of Water and Sewer in 2007. Working on updating the maps and getting them in use.
11. **204 Walnut St Condemnation** Spoke with Grant Lassiter on August 19<sup>th</sup>. He will continue to work on demolishing the trailer in the fall with the cooler weather. Next update November 16<sup>th</sup>.
12. **207 Sycamore St Condemnation** No progress. Next update November 16<sup>th</sup>.
13. **419 Broadway St Condemnation** Submitted for HEAL Grant. Next progress update November 16<sup>th</sup>.

---

### CITY OFFICE

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

---

# Financials

Fund #	Fund Name	Previous Balance	Current Balance
100	General Fund	\$121,977.71	\$142,603.22
160	Pool Reserve	\$4,034.19	\$4,034.19
200	Capital Improvement Fund	\$161,114.52	\$161,114.52
300	Special Hwy & Streets	\$95,324.34	\$95,324.34
400	Equipment Reserve	\$3,781.71	\$3,781.71
500	Bond & Interest	\$104,408.16	\$113,368.78
600	RHID	\$31,611.78	\$31,611.78
720	Water	\$134,222.59	\$133,306.82
721	Water Reserve	\$0.00	\$0.00
730	Sewer	\$273,607.10	\$273,582.90
731	Sewer Reserve	\$0.00	\$0.00
740	Solid Waste	\$61,654.19	\$61,633.96
790	Insurance Reserve	\$748.00	\$748.00
<b>Total</b>		<b>\$992,484.29</b>	<b>\$1,021,110.22</b>
CD #	Fund/ Fund Name	Previous Balance	Current Balance
Bank 500	Money Market (PBC)	\$10,606.93	\$10,606.93
X0971	Bond & Interest Fund (500)	\$153,500.00	\$153,500.00
X2279	Sewer Fund (730)	\$91,083.20	\$91,083.20
X1565	Special Hwy Fund (300)	\$0.00	\$0.00
X0503	Water Fund (720)	\$0.00	\$0.00
X0504	Water Fund (720)	\$0.00	\$0.00
X0535	Water Fund (720)	\$0.00	\$0.00
<b>Total</b>		<b>\$255,190.13</b>	<b>\$255,190.13</b>
<b>Total In Bank</b>		<b>\$1,247,674.42</b>	<b>\$1,276,300.35</b>



*City of*  
**VALLEY FALLS**

---

*Incorporated May 17, 1869*

**Public Works Report**  
**November 16, 2022**

**Water:**

Hurst tower is finished painting and will be put back in service as soon as they do the disinfection/final inspection and we get the water quality testing done

Had a meeting with Audree and PEC pertaining to the upcoming lead and copper rule revision

**Sewers:**

Valve at lagoon will be installed when Douglas Pipe Co. can work us into their schedule

**Parks:**

Got the leaves picked up at the park with the help of the school kids hauled 3 truck loads of leaves

**Pool:**

Had a meeting with 2 companies to look at giving bids for pool painting

**General:**

Mowed the area down by the river and also the barns addition lot with the tractor





*City of*  
**VALLEY FALLS**

---

*Incorporated May 17, 1869*

**Police Department Report**  
**November 16, 2022**

Attended 2022 DCCCA Opioid Drug Training in Topeka

Interview for Full Time position on Wednesday, offered an individual and conditional letter of employment. Will start background on potential new hire

A part time potential new hire has completed the background and the requirements with the State of Kansas. Will need to complete the "challenge test" and pass with 70% or higher to be a certified part time. The next test is in January 2023.

Officer Rivera met with Valley Falls school to discuss a date for school staff on ALICE training

Worked on schedule for coverage on all days of the week

Officer Rivera had lunch with the Elementary School grade kids

Working on Narcan Policy for PD. Have paperwork for Public Library and VF Schools to submit for free Narcan.

Calls for service:

10/20/22 CDP (open investigation)

10/21/22 ID Theft (completed investigation)

10/21/22 Check the Welfare (complete)

10/24/2022 Stalking (open investigation)

10/26/2022 Possible theft (completed investigation)

10/26/2022 VIN Training

10/26/2022 VIN inspection

10/26/2022 Trespass complaint (completed investigation)

10/26/2022 Halloween safety class at the elementary school

10/29/2022 Grasshopper Falls Days

10/31/2022 Halloween Parade

11/2/2022 Theft (investigation completed)

## 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;