



# 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.

December 7, 2022 6:30 PM  
Regular Meeting

CALL TO ORDER  
PLEDGE OF ALLEGIANCE  
ROLL CALL - City Council and Staff  
MINUTES - Regular Meeting of November 16, 2022 ◇  
INVOICES - \$62,173.99 ◇

PUBLIC COMMENTS & GUESTS:  
*Public Comment Policy* ◇

### BUSINESS ITEMS:

- A. 419 Broadway St - Status Update
- B. 207 Sycamore St - Status Update
- C. 204 Walnut St - Status Update
- D. Introduction of New Officers
  - a. Robert Taylor
  - b. David Davis
- E. COLA & Merit Increases
- F. 2023 Council Meeting Dates
- G. 2023 Court Dates
- H. Narcan Policy
- I. PEC CDBG Sidewalk Preliminary Engineering Report (PER) Proposal
- J. Tasers
- K. Body Camera Cloud Storage
- L. In- Car Cameras

### 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 December 23<sup>rd</sup> and 26<sup>th</sup> in observance of Christmas.

City offices closed January 2<sup>nd</sup> in observance of New Years.

EXECUTIVE SESSION ◇

ADJOURNMENT

**CITY OF VALLEY FALLS**

November 16, 2022

**Open Meeting**

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

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

Others present: None

**Minutes:**

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

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

**Vouchers:**

The November 16, 2022, vouchers were presented. Salih moved to approve vouchers totaling \$22,028.86. Judy seconded the motion. Motion carried 4-0.

**Public Comments & Guests:** None

**BUSINESS ITEMS:**

1. Ordinance 13-217 to Vacate Alley – Lederer Petition

Salih made motion to approve the ordinance. Jennifer seconded the motion. Motion passed 4-0

2. Ordinance 13-218 to Vacate Alley – Schmelzle Petition

Salih made motion to approve the ordinance. Jennifer seconded the motion. Motion passed 4-0

3. Hometown Christmas Resolution for Alcohol on Public Streets

Salih made motion to approve the resolution. Matt seconded the motion. Motion passed 4-0

4. Demolition Assistance Program Policy – Up to \$5,000 reimbursement per year per person.

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

5. CMB License - Dollar General

Jennifer made motion to approve the license. Judy seconded the motion. Motion passed 4-0

6. EZ Valve Install Comparison – Evaluate installation of valves to make shutting off the water to limited properties instead of half the town. Audree will look into the costs.

7. Vision Insurance

Salih made motion to explore getting Aflac for vision insurance. 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** – 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 16th council meeting. COLA & Merit approved at December 7th meeting.
- 2. Vision Insurance** On agenda for November 16th 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 19th. He will continue to work on demolishing the trailer in the fall with the cooler weather. Next update November 16th.
- 12. 207 Sycamore St Condemnation** No progress. Next update November 16th.
- 13. 419 Broadway St Condemnation** Submitted for HEAL Grant. Next progress update November 16th.

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

**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 truckloads 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

**Police:**

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)

**Mayor:** Rotary Club stained the Gazebo. Contacted Road & Bridge about fixing Maple and Broadway to grind hump down.

**Fire District:** No Report.

**Economic Development Board:** No Report

**Planning & Zoning Commission:** No Report

**City Council Comments:**

Jennifer asked when Jimmy rides around looking for ordinance violations. Leonard rides with him. She asked if they have received permission to be on property. Audree advised ordinance says Jimmy can be on the property.

**ADJOURNMENT**

Salih 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: December 7, 2022

INVOICES IN THE TOTAL AMOUNT OF: \$62,173.99

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 December, 2022

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

**ACCOUNTS PAYABLE REPORT**

VENDOR NAME DEPARTMENT	LINE	INVOICE NUMBER	REFERENCE	PAYMENT AMOUNT
ACE PIPE CLEANING SEWER	CONTRACTUAL	146128	Clean Line at Lagoon	4,406.40
***** VENDOR TOTAL *****				4,406.40
ARAMARK ADMINISTRATION	FACILITIES MAINTENANCE	11302022	Rugs	76.67
***** VENDOR TOTAL *****				76.67
CHRIS WEISHAAR ADMINISTRATION	TRAINING/CONFERENCES	111722	Mileage Reimbursement	293.31
***** VENDOR TOTAL *****				293.31
COMPUTER DOCTORS LLC ADMINISTRATION	CONTRACTUAL	9166	IT SERVICES	65.00
***** VENDOR TOTAL *****				65.00
CORE & MAIN SEWER	COMMODITIES	11232022	Manhole Riser, saddle	587.25
***** VENDOR TOTAL *****				587.25
COUNTRY HARVEST APPLE MARKET ADMINISTRATION	COMMODITIES	1212022	Water	10.38
***** VENDOR TOTAL *****				10.38
DAVIS PUBLICATION ADMINISTRATION	CONTRACTUAL	11302022	Alley Vacation Ord	40.00
***** VENDOR TOTAL *****				40.00
FARRIS, FRESH, & WERRING COURT	LAW CONTRACT LABOR	10792	City Prosecutor Services	500.00
***** VENDOR TOTAL *****				500.00
GIANT COMMUNICATIONS ADMINISTRATION	UTILITIES AND PHONE	12012022	Phone	39.12
POLICE	UTILITIES AND PHONE	12012022	Phone	39.12
WATER	UTILITIES AND PHONE	12012022	Phone	39.12
SEWER	UTILITIES AND PHONE	12012022	Phone	39.12
***** VENDOR TOTAL *****				156.48
HAWKINS WATER	CONTRACTUAL	6337514	Chlorine Cylinder	40.00

ACCOUNTS PAYABLE REPORT

VENDOR NAME DEPARTMENT	LINE	INVOICE NUMBER	REFERENCE	PAYMENT AMOUNT
HAWKINS				
***** VENDOR TOTAL *****				40.00
J.P. COOKE CO POLICE	ANIMAL CONTROL	753977	Dog Tags	68.65
***** VENDOR TOTAL *****				68.65
K-4 AG & SERVICES LLC STREET	VEHICLE MAINTENANCE/FUEL	11162022	Tire Replacement	235.00
***** VENDOR TOTAL *****				235.00
KANSAS SECURED TITLE POOL	CONTRACTUAL	4110917	Old Pool Title Search	250.00
***** VENDOR TOTAL *****				250.00
LEONARD L. BUDDENBOHM ADMINISTRATION	CONTRACT LABOR	11302022	City Attorney Charges	1,000.00
***** VENDOR TOTAL *****				1,000.00
LKM ADMINISTRATION	DUES/MEMBERSHIPS	23-581	Annual Membership	719.25
ADMINISTRATION	COMMODITIES	5563	Labor Law Poster	31.00
***** VENDOR TOTAL *****				750.25
MIDWEST OFFICE TECHNOLOGY ADMINISTRATION	CONTRACTUAL	338742	Copies	82.03
***** VENDOR TOTAL *****				82.03
PETRO VALLEY FALLS POLICE	VEHICLE MAINTENANCE/FUEL	11162022	FUEL	148.62
STREET	VEHICLE MAINTENANCE/FUEL	11162022	FUEL	.01
PARKS	VEHICLE MAINTENANCE/FUEL	11162022	FUEL	.01
WATER	VEHICLE MAINTENANCE/FUEL	11162022	FUEL	96.57
SEWER	VEHICLE MAINTENANCE/FUEL	11162022	FUEL	96.56
***** VENDOR TOTAL *****				341.77
RODNEY HERRING SEWER	REIMBURSEMENT/MISC	12052022-01	Sewer Reimbursement	58.00
***** VENDOR TOTAL *****				58.00
SCHULTE SUPPLY WATER	CONTRACTUAL	1193953	Automatic Meter Annual Fee	5,587.80

**ACCOUNTS PAYABLE REPORT**

VENDOR NAME DEPARTMENT	LINE	INVOICE NUMBER	REFERENCE	PAYMENT AMOUNT
SCHULTE SUPPLY				
***** VENDOR TOTAL *****				5,587.80
TBS ELECTRONICS, INC POLICE	EQUIPMENT/UNIFORMS	212184	Radios	1,715.00
***** VENDOR TOTAL *****				1,715.00
VIKING WATER	FACILITIES MAINTENANCE	103112	Hurst And Sower Tower Repairs	45,910.00
***** VENDOR TOTAL *****				45,910.00
***** REPORT TOTAL *****				62,173.99

DEPARTMENT	INV	PAYMENTS
ADMINISTRATION	10	2,356.76
POLICE	4	1,971.39
COURT	1	500.00
STREET	2	235.01
PARKS	1	.01
POOL	1	250.00
WATER	5	51,673.49
SEWER	5	5,187.33
DEPARTMENT TOTALS	29	62,173.99



*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.

## 2023 Budgeted Wages

Employee Name	Title	Department	Status	Pay Type	Base Rate	Annual Pay
Audree Guzman	City Administrator	Administration	Full-Time	Salary	\$31.56	\$ 65,650.00
Bill McCoy	Public Works Director	Public Works	Full-Time	Salary	\$26.41	\$ 54,934.80
Carrie Clark	Chief of Police	Police	Full-Time	Salary	\$26.71	\$ 55,550.00
Chad Spencer	Public Works Laborer 1	Public Works	Full-Time	Hourly	\$20.50	\$ 44,709.60
Christine Weishaar	City Clerk	Administration	Full-Time	Hourly	\$16.00	\$ 37,440.00
Edward Rivera	Officer 1	Police	Full-Time	Hourly	\$19.00	\$ 39,520.00
Officer 2	Officer 2	Police	Full-Time	Hourly	\$19.00	\$ 39,520.00
Kenneth Maxwell	Public Works Laborer 2	Public Works	Full-Time	Hourly	\$16.40	\$ 34,453.12
<b>Total 2022</b>						<b>\$ 371,777.52</b>
<b>Plus 4% Increase</b>						
<b>Total 2023</b>						<b>\$ 386,648.62</b>

2023 Pay Increases									
Employee	Evaluation Date	Current Annual	Current Hourly	2 % COLA	Merit Increase %	Merit Increase (Hourly)	Merit Increase Annual	New Annual	New Hourly
Audree Guzman	10/30/2022	\$ 65,677.56	\$ 31.58	\$ 1,313.55	1.27%	\$ 0.40	\$ 832.00	\$ 67,823.11	\$ 32.61
Bill McCoy	10/30/2022	\$ 57,392.40	\$ 27.59	\$ 1,147.85	0.91%	\$ 0.25	\$ 520.00	\$ 59,060.25	\$ 28.39
Carrie Clark	10/30/2023	\$ 55,000.00	\$ 26.44	\$ 1,100.00	0.00%	\$ -	\$ -	\$ 56,100.00	\$ 26.97
Chad Spencer	10/30/2022	\$ 44,720.00	\$ 21.50	\$ 894.40	1.16%	\$ 0.25	\$ 520.00	\$ 46,134.40	\$ 22.18
Chris Weishaar	10/30/2022	\$ 37,440.00	\$ 18.00	\$ 748.80	1.39%	\$ 0.25	\$ 520.00	\$ 38,708.80	\$ 18.61
Eddie Rivera	10/30/2022	\$ 40,560.00	\$ 19.50	\$ 811.20	1.28%	\$ 0.25	\$ 520.00	\$ 41,891.20	\$ 20.14
Officer 2	10/30/2023	\$ 36,400.00	\$ 17.50	\$ -	0.00%	\$ -	\$ -	\$ 36,400.00	\$ 17.50
Kenneth Maxwell	10/30/2022	\$ 36,400.00	\$ 17.50	\$ 728.00	1.43%	\$ 0.25	\$ 520.00	\$ 37,648.00	\$ 18.10
<b>TOTAL</b>		<b>\$ 373,589.96</b>		<b>\$ 6,743.80</b>	<b>0.92%</b>	<b>\$ 1.65</b>	<b>\$ 3,432.00</b>	<b>\$ 383,765.76</b>	

\$ 23.66 96 hours

**Total Salary Percent Increase  
2.72%**

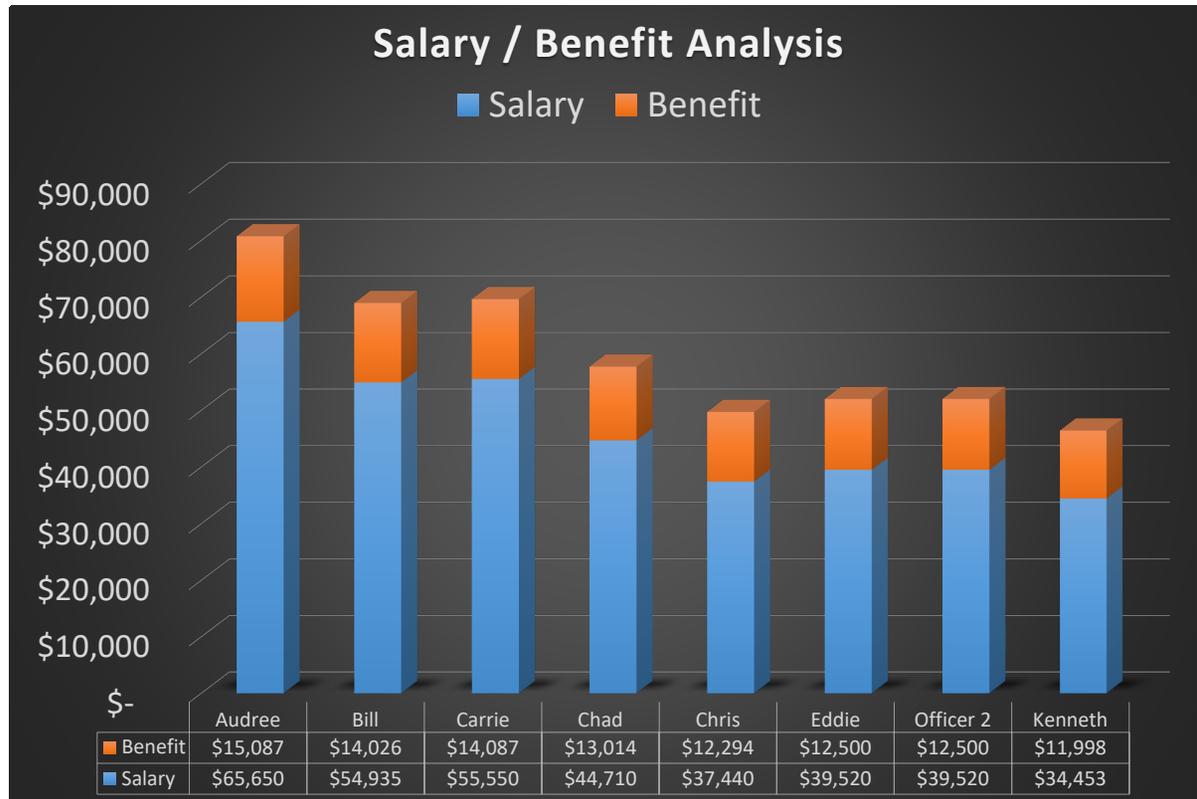
Employee	Current Annual	COLA Increase	Merit Increase	New Annual
Bill McCoy	\$ 45,450.00	\$ -	\$ 9,484.80	\$ 54,934.80

Current Hourly	Hourly COLA Increase	Hourly Merit Increase	New Hourly
\$ 21.85	\$ -	\$ 4.34	\$ 26.19

2023 Salary / Benefit Comparison

Employee Name	Title	Department	Status	Pay Type	Base Rate	Employee Name	Annual Wage	Annual Benefits	Total Salary / Benefit Compensation
Audree Guzman	City Administrator	Administration	Full-Time	Salary	\$31.56	Audree	\$ 65,650	\$ 15,087	\$ 80,737
Bill McCoy	Public Works Director	Public Works	Full-Time	Salary	\$26.41	Bill	\$ 54,935	\$ 14,026	\$ 68,961
Carrie Clark	Chief of Police	Police	Full-Time	Salary	\$26.71	Carrie	\$ 55,550	\$ 14,087	\$ 69,637
Chad Spencer	Public Works Laborer 1	Public Works	Full-Time	Hourly	\$20.50	Chad	\$ 44,710	\$ 13,014	\$ 57,723
Christine Weishaar	City Clerk	Administration	Full-Time	Hourly	\$16.00	Chris	\$ 37,440	\$ 12,294	\$ 49,734
Edward Rivera	Officer 1	Police	Full-Time	Hourly	\$19.00	Eddie	\$ 39,520	\$ 12,500	\$ 52,020
Officer 2	Officer 2	Police	Full-Time	Hourly	\$19.00	Officer 2	\$ 39,520	\$ 12,500	\$ 52,020
Kenneth Maxwell	Public Works Laborer 2	Public Works	Full-Time	Hourly	\$16.40	Kenneth	\$ 34,453	\$ 11,998	\$ 46,451

Benefit	Total Annual Cost / Employee
Advance Life Insurance	\$163.20
BCBS Health/ Dental Insurance	\$6,419.28
Aflac Vision Insurance	\$124.80
Cell Phone Stipend	\$480.00
Kansas Unemployment	\$1,400.00
	<b>\$8,587.28</b>
KPERS	8.9%
KPERS D&D	1.0%
	9.9%



# 2023 City of Valley Falls City Council Dates

January						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

February						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

March						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

April						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

May						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

June						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

July						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

August						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

September						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

October						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

November						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

December						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Wednesday, January 4<sup>th</sup>  
 Wednesday, January 18<sup>th</sup>  
 Wednesday, February 1<sup>st</sup>  
 Wednesday, February 15<sup>th</sup>  
 Wednesday, March 1<sup>st</sup>  
 Wednesday, March 15<sup>th</sup>  
 Wednesday, April 5<sup>th</sup>  
 Wednesday, April 19<sup>th</sup>

Wednesday, May 3<sup>rd</sup>  
 Wednesday, May 17<sup>th</sup>  
 Wednesday, June 7<sup>th</sup>  
 Wednesday, June 21<sup>st</sup>  
 Wednesday, July 5<sup>th</sup>  
 Wednesday, July 19<sup>th</sup>  
 Wednesday, August 2<sup>nd</sup>  
 Wednesday, August 16<sup>th</sup>

Wednesday, September 6<sup>th</sup>  
 Wednesday, September 20<sup>th</sup>  
 Wednesday, October 4<sup>th</sup>  
 Wednesday, October 18<sup>th</sup>  
 Wednesday, November 1<sup>st</sup>  
 Wednesday, November 15<sup>th</sup>  
 Wednesday, December 6<sup>th</sup>  
 Wednesday, December 20<sup>th</sup>

# 2023 City of Valley Falls Court Dates

January						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

February						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

March						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

April						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

May						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

June						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

July						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

August						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

September						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

October						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

November						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

December						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Wednesday, January 25<sup>th</sup>  
 Wednesday, February 22<sup>nd</sup>  
 Wednesday, March 29<sup>th</sup>  
 Wednesday, April 26<sup>th</sup>

Wednesday, May 31<sup>st</sup>  
 Wednesday, June 28<sup>th</sup>  
 Wednesday, July 26<sup>th</sup>  
 Wednesday, August 30<sup>th</sup>

Wednesday, September 27<sup>th</sup>  
 Wednesday, October 25<sup>th</sup>  
 Wednesday, November 29<sup>th</sup>  
 Wednesday, December 27<sup>th</sup>

## MEMORANDUM OF AGREEMENT

### Regarding the Use of Nasal Naloxone by First Responder under Kansas Statewide Treatment Protocols

This Memorandum of Agreement (“Agreement”) is made and entered into between (“physician medical director”), operating under the Valley Falls Police Department Authority, and the Valley Falls Police Department.

The VALLEY FALLS POLICE DEPARTMENT elects to provide an emergency opioid antagonist to its first responders, scientists, and technicians for the purpose of administering the antagonist. Pursuant to Kansas Statutes Annotated (K.S.A.) 65-16,127 the VALLEY FALLS POLICE DEPARTMENT emergency opioid antagonist program.

This Agreement is being entered into for the purposes of implementing the program and identifying the responsibilities of the “physician medical director” and the VALLEY FALLS POLICE DEPARTMENT.

THEREFORE THE PARTIES NOW MUTUALLY AGREE AS FOLLOWS:

The “physician medical director” agrees;

1. To ensure that the administration of the program is in compliance with K.S.A. 65-16,127 and first responders employed by the VALLEY FALLS POLICE DEPARTMENT are administering the approved emergency opioid antagonist in accordance with the applicable Statewide Protocol for Emergency Opioid Antagonists and Kansas Administrative Regulations (K.A.R.) 68-7-23;
2. To approve training programs for the use of the approved emergency opioid antagonist which are in accordance with K.A.R. 68-7-23 and K.S.A. 65-16,127;
3. To assist in establishing policies and proper acquisition, storage, replacement, and disposal of the emergency opioid antagonist rescue kits (See Addendum A);
4. To authorize the purchase of nasal naloxone rescue kits by the VALLEY FALLS POLICE DEPARTMENT under his medical license.

The VALLEY FALLS POLICE DEPARTMENT agrees;

1. To establish, with the assistance of the “physician medical director”, a program in accordance with the Statewide Protocol for Emergency Opioid Antagonists, issued by the Kansas State Board of Pharmacy.
2. To designate one qualified officer to serve as a liaison to the “physician medical director” and the VALLEY FALLS POLICE DEPARTMENT leader of the Emergency Opioid Antagonist Program;
3. To participate in all quality assurance and remediation procedures established by the “physician medical director”;
4. To ensure all first responders employed by the VALLEY FALLS POLICE DEPARTMENT successfully complete training programs approved by the “physician medical director” for the use of the approved emergency opioid antagonist which meets the minimum standards established by VFPD Policy and Procedure and are in accordance with K.S.A. 68-7-23 and K.S.A. 65-16,127;

5. To abide by policies for proper acquisition, storage, replacement, and disposal of the emergency opioid antagonist approved by the "physician medical director" and in accordance with the U.S. Food and Drug Administration's approved manufacturer's product label recommendations (See Addendum A);
6. To purchase approved emergency opioid antagonist rescue kits and equip first responders employed by the VALLEY FALLS POLICE DEPARTMENT in a manner consistent with agency policy and Kansas' drug control regulations;
7. To work collaboratively with the local ambulance service and fire department to assure continuity of care when transferring opioid overdose victims to the emergency medical service;
8. To provide to the "physician medical director", within 24 hours of administration, the completed Naloxone Administration Incident Report and at least annually, a summary report of program inventory and records of administration;
9. To maintain in a manner reasonable safe from water and fire damage, for a period of not less than five (5) years, at the main office of the VALLEY FALLS POLICE DEPARTMENT, current, accurate records documenting successful completion of first aid training including the use of approved emergency opioid antagonist(s) for each covered employee by the VALLEY FALLS POLICE DEPARTMENT.

It is AGREED TO BY ALL PARTIES:

1. That any party may terminate this Agreement for any reason within sixty (60) days' notice. Termination shall be completed by an instrument in writing signed by a duly authorized representative of the party terminating the contract, and deposited with the United States Postal Service correctly addressed and postage paid
2. This Agreement may be changed, modified, or amended at any time with the consent of both parties. The proposing party shall provide written notice of the proposed change, modification, or amendment, and within thirty (30) days of receipt, the receiving party shall accept or reject the proposal. Any change, modification or amendment to this Agreement shall be in writing and executed by both parties
3. That nothing contained in this Agreement is intended to induce, encourage, solicit, or reimburse the referral of any patient or business, including any patient or business funded in whole or in part by a state or federal health care program, to any party hereunder
4. This Agreement shall take effect upon execution by both parties, and shall continue in effect unless or until either party terminates the Agreement.

---

PHYSICIAN MEDICAL DIRECTOR

DATE

---

VALLEY FALLS POLICE DEPARTMENT CHIEF

DATE

**Acquisition, Storage, Replacement, and Disposal of the Intranasal Naloxone Rescue Kits**

**Acquisition-** The components of the intranasal naloxone rescue kits will be acquired by the VALLEY FALLS POLICE DEPARTMENT Emergency Opioid Antagonist Program Coordinator and assembled into kits that include:

- One box containing two 4mg/0.1mL intranasal spray units prefilled with naloxone (NDEC 69547-353-02)
- One pair of latex gloves

**Storage-** The nasal naloxone rescue kits should be stored in first aid kits. During extreme hot or cold temperatures or for extended leave time, kits should be removed from vehicles and maintained at room temperature (59-86 degrees F/15-30 degrees C) and away from direct sunlight.

**Replacement-** Officers issued intranasal naloxone rescue kits will notify the emergency opioid antagonist program coordinator when a replacement kit is needed

**Disposal-** Lost, damaged, and expired naloxone should be reported to the program coordinator, who will facilitate disposal according to FDA guidelines

**Valley Falls Police Department**  
**Preventing Opioid Exposure and Emergency Opioid Antagonist**  
**Program**

Current Effective Date:

**Contents**

Purpose.....1

Policy.....1

Definitions.....1

Procedure.....3

Referenced Documents.....5

- Valley Falls Police Department Antagonist Training Protocol.....5
- VFPD Naloxone Administration Incident Report.....5
- Statewide Protocol, Emergency Opioid Antagonists, issued by the
- Kansas State Board of Pharmacy.....5
- Kansas Administrative Regulation (K.A.R.)68-7-23.....5

**Purpose**

1.1 To mitigate the threat opioid substances pose to the health and safety of VFPD personnel by establishing safety guidelines and regulations governing the utilization of emergency opioid antagonists by VFPD personnel for the purpose of reversing the effects of opioid depression.

## Policy

- 2.1 It is the policy of the VFPD to ensure employees at risk of coming into contact with dangerous opioid substances, as a consequence of their primary job duty, have been appropriately advised on preventing opioid exposures, trained on the appropriate use and administration of emergency opioid antagonists, and have reasonable access to naloxone.

## Definitions

### 3.1 **Statutory Definitions-**

The following definitions shall have the same meaning as defined in K.S.A. 65-16,127, and amendments thereto:

3.1.1 Bystander

3.1.2 Emergency opioid antagonist

3.1.3 First responder

3.1.4 Opioid antagonist protocol

3.1.5 Opioid overdose

3.1.6 Patient

3.1.7 Healthcare provider

- 3.2 **Covered Employees-** All law enforcement personnel of Valley Falls Police Department

- 3.3 **Emergency Opioid Antagonist Program-** The agency program through which naloxone is obtained and inventoried, covered employees are trained, and related records are maintained

- 3.4 **Emergency Opioid Antagonist Program Coordinator-** A person who has been designed to coordinate program activities; keep and maintain records related to the agency's inventory of naloxone; report any administration of naloxone to the Physician Medical Director; and record and submit training documentation to the VFPD Training Coordinator

- 3.5 **Exposure Incident-** Exposure which results from the performance of the employee's duties
- 3.6 **Opioid-** Any substance which act on the opioid receptor to cause opioid toxicity. This includes but is not limited to heroin, morphine, oxycodone, hydrocodone, methadone, fentanyl, and fentanyl analogs
- 3.7 **Person Protection Equipment-** Special clothing or equipment worn for protection against hazards posed by exposure to dangerous substances
- 3.8 **Physician Medical Director-** The qualified physician who oversees the Valley Falls Police Department emergency opioid antagonist program pursuant to K.S.A. 65-16-,127 and amendments thereto
- 3.9 **Licensed Pharmacist-** A pharmacist are defined by K.S.A. 65-1626, and amendments thereto
- 4.0 **Naloxone-** Naloxone hydrochloride (naloxone) is an emergency opioid antagonist medication that reverses the effects of an opioid overdose

## **PROCEDURE**

### **4.1 Preventing Opioid Exposure**

4.1.1 The first line of defense in protecting oneself from an opioid exposure is the use of appropriate personal protective equipment and proper handling procedures in accordance with established safety procedures and protocols

4.1.2 Appropriate personal protective equipment and training shall be provided to covered employees to reduce the risk of exposure

4.1.3 The Valley Falls Police Department will issue appropriate safety bulletins that will be posted and updated as necessary

### **4.2 Emergency Opioid Antagonist Program**

4.2.1 The Emergency Opioid Antagonist Program will be administered by Emergency Antagonist Program Coordinators, designed by their respective Division Directors. The Emergency

Antagonist Program Coordinators shall have the following responsibilities:

- 4.2.1.1 Develop appropriate safety bulletins and update as necessary;
  - 4.2.1.2 Successfully complete required training as provided by Physician Medical Director or a licensed pharmacist
  - 4.2.1.3 Provide or assist in providing required training to all covered employees;
  - 4.2.1.4 Maintain an adequate supply of naloxone;
  - 4.2.1.5 Issue naloxone to covered employees;
  - 4.2.1.6 Maintain records related to the agency's inventory of naloxone and any administration thereof;
  - 4.2.1.7 Receive Naloxone Administration Incident Reports and provide them to the Physician Medical Director as required by statute;
  - 4.2.1.8 Provide training records to the VFPD Training Coordinator
- 4.2.2 In conjunction with the Physician Medical Director, shall develop, regularly review and update the VFPD Emergency Opioid Antagonist Training Protocol as needed to ensure adherence to the best practices. The VFPD will utilize the Physician Medical Director or a licensed pharmacist to obtain and maintain a supply of naloxone, train personnel, and coordinate agency activities with local emergency ambulance services and medical directors to ensure quality assurance
- 4.2.3 The emergency opioid antagonist approved for use by the Physician Medical Director is intranasal naloxone

- 4.2.4 The VFPD will ensure covered employees have reasonable access to naloxone
- 4.2.5 Covered employees will be issued naloxone upon successful completion of the required training

### **4.3 Required Training**

- 4.3.1 All covered employees shall participate in initial training regarding the appropriate use and administration of the approved emergency opioid antagonist.
- 4.3.2 All newly hired covered employees shall receive initial training within the first 90 days of employment
- 4.3.3 All covered employees shall be trained annually on the administration of emergency opioid antagonists
- 4.3.4 Pursuant to Kansas Statutes Annotated (K.S.A.) 65-16,127 and Kansas Administrative Regulations (K.A.R.) 68-7-23, the required training shall include, at the minimum the following:
  - 4.3.4.1 Instruction to summon emergency medical services as soon as practicable either before or after administering the emergency opioid antagonist;
  - 4.3.4.2 Risk factors of opioid overdose;
  - 4.3.4.3 Strategies to prevent opioid overdose;
  - 4.3.4.4 Signs of opioid overdose;
  - 4.3.4.5 Steps in responding to an overdose;
  - 4.3.4.6 Information on emergency opioid antagonists;
  - 4.3.4.7 Procedures for administering an emergency opioid antagonist;
  - 4.3.4.8 Proper storage, disposal, and expiration date of the emergency opioid antagonist dispensed;

4.3.4.9 Information on where to obtain a referral for substance use disorder treatment; and

4.3.4.10 Requirements to keep inventory records and report any administration of the emergency opioid antagonist to the appropriate healthcare provider;

#### **4.4 Reporting Administration of Naloxone**

4.4.1 Any time there is an administration of the emergency opioid antagonist, the Naloxone Administration Incident Report should be completed by the person who administered the naloxone and routed to their immediate supervisor, with copies provided to the Program Coordinator and the Physician Medical Director within 24 hours

4.4.1.1 If the administration of naloxone is relevant to a criminal investigation being conducted by the VFPD, or the administration occurs in proximity to an investigation or enforcement action, the activity should also be documented in a report to the investigative file

4.4.2 When naloxone is administered to a covered employee in response to a medical emergency resulting from an exposure incident a memorandum documenting the circumstances of the event shall be prepared by the person who administered the naloxone. This memorandum and a copy of the Naloxone Administration Incident Report shall be provided to the Program Coordinator and the City Administrator

4.4.3 Regardless of whether or not naloxone is administered, any employee who experiences symptoms consistent with opioid exposure shall report to the known or suspected exposure incident in accordance with *City of Valley Falls Employee Handbook Section I. Health and Safety I-1 Workplace Safety* (page 31).

## **4.5 Maintenance and Replacement of Naloxone**

- 4.5.1 Naloxone should be carried and kept in a manner consistent with proper storage guidelines for temperature and sunlight exposure
- 4.5.2 A monthly inspection of the naloxone will be the responsibility of the covered employee to whom the naloxone is issued. This should include an inspection of the seal, packaging, and review of the expiration date
  - 4.5.2.1 Lost, damaged, and expired naloxone should be reported to the Program Coordinator, who will facilitate replacement
  - 4.5.2.2 Expired, and/or damaged naloxone will be properly disposed of by the Program Coordinator according to Food and Drug Administration guidelines

## **Referenced Documents**

VFPD Emergency Opioid Antagonist Training Protocol

VFPD Naloxone Administration Incident Report

Statewide Protocol, Emergency Opioid Antagonists, issued by the Kansas State Board of Pharmacy

Kansas Administrative Regulation (K.A.R.) 68-7-23

Kansas State Annotated (K.S.A.) 65-16,127





November 30, 2022

Audree Guzman  
City Administrator  
City of Valley Falls  
417 Broadway  
Valley Falls, KS 66088

Reference: AGREEMENT for Valley Falls – 2023 PER for CDBG Sidewalk  
Valley Falls, Kansas  
PEC Project No. 131-221239-000-006732

Dear Ms. Audree Guzman:

Professional Engineering Consultants, P.A. (“PEC”) is pleased to provide professional services to Company (“Client”) in connection with the referenced Project, and in accordance with this letter agreement (“Agreement”). The services to be performed by PEC (“the Services”) are described in Exhibit A – Services, Schedule, and Payment (attached and incorporated by reference) and are subject to the following terms and conditions.

**Performance.** PEC will perform the Services with the level of care and skill ordinarily exercised by other consultants of the same profession under similar circumstances, at the same time, and in the same locality. PEC agrees to perform the Services in as timely a manner as is consistent with the professional standard of care and to comply with applicable laws, regulations, codes and standards that relate to the Services and that are in effect as of the date when the Services are provided.

**Client Responsibilities.** To enable PEC to perform the Services, Client shall, at its sole expense: (1) provide all information and documentation regarding Client requirements, the existing site, and planned improvements necessary for the orderly progress of the Services; (2) designate a person to act as Client representative with authority to transmit instructions, receive instructions and information, and interpret and define Client requirements and requests regarding the Services; (3) provide access to, and make all provisions for PEC to enter the project site as required to perform the Services, including those provisions required to perform subsurface investigations such as, but not limited to, clearing of trees and vegetation, removal of fences or other obstructions, and leveling the site; (4) site restoration and repair, as needed following field investigations; (5) establish and periodically update a project budget, which shall include a contingency to cover additional services as may be required by changes in the design or Services; and (6) timely respond to requests for information and timely review and approve all design deliverables. PEC shall be entitled to rely on all information and services provided by Client. Client recognizes field investigations may damage existing property. PEC will take reasonable precautions to minimize property damage whenever field investigations are included in the Services.

**Payment.** Invoices will be submitted periodically and are due and payable net 30 days from invoice date. Unpaid balances past due shall be subject to an interest charge at the rate of 1.5 % per month from the date of the invoice, and any related attorneys’ fees and collection costs. PEC reserves the right to suspend the Services and withhold deliverables if the Client fails to make payment when due. In such an event, PEC shall have no liability for any delay or damage resulting from such suspension.

**Work Product.** PEC is the author and owner of all reports, drawings, specifications, test data, techniques, photographs, letters, notes, and all other work product, including in electronic form, created by PEC in connection with the Project (the “Work Product”). PEC retains all common law, statutory, and other reserved rights in the Work Product, including copyrights. The Work Product may not be reproduced or used by the Client or anyone claiming by, through or under the Client, for any purpose other than the purpose for which it was prepared, including, but not limited to, use on other projects or future modifications to the Project, without the prior written consent of PEC. Any unauthorized use of the Work Product shall be at the user’s sole risk and Client shall indemnify PEC for any liability or legal exposure arising from such unauthorized use. To the extent PEC terminates this Agreement due to non-payment by Client shall not be entitled to use the Work Product for any purpose without the prior written consent of PEC.

Unless otherwise agreed by Client and PEC, Client may rely upon Work Product only in paper copy (“hard copy”) or unalterable digital files, with either wet or digital signature meeting the requirements of the governing licensing authority having jurisdiction over the Project. In all instances, the original hard copy of the Work Product takes precedence over electronic files. All electronic files furnished by PEC are furnished only for convenience, not reliance by Client, and any reliance on such electronic files will be at the Client sole risk.

**Insurance.** PEC and Client agree to each maintain statutory Worker’s Compensation, Employer’s Liability Insurance, General Liability Insurance, and Automobile Insurance coverage for the duration of this Agreement. Additionally, PEC will maintain Professional Liability Insurance for PEC’s negligent acts, errors, or omissions in providing Services pursuant to this Agreement.

**Supplemental Agreements.** Changes in the Services may be accomplished after execution of this Agreement only by a written Supplemental Agreement signed by PEC and Client. For any change that increases PEC’s cost of, or time required for performance of any part of the Services, PEC’s compensation and time for performance will be equitably increased.

**Differing, Concealed, or Unknown Conditions.** If PEC encounters conditions at the Project site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the information provided to PEC or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities provided for in this Agreement, PEC will, if practicable, promptly notify Client before conditions are disturbed. Subsurface condition identification is limited to only those points where samples are taken. The nature and extent of subsurface condition variations across the site may not become evident until construction. PEC assumes no liability for site variations differing from those sampled or changed conditions discovered during construction. If the differing, concealed, or unknown conditions cause an increase in PEC’s cost of, or time required for performance of any part of the Services, PEC’s compensation and time for performance will be equitably increased.

Additionally, Client (1) waives all claims against PEC and (2) agrees to indemnify and hold harmless PEC as well as its respective officers, directors and employees, from and against liability for claims, losses, damages, and expenses, including reasonable attorneys’ fees from all third-party claims resulting from differing, concealed, or unknown conditions.

**Fast-Track, Phased or Accelerated Schedule.** Accelerated, phased or fast-track scheduling increases the risk of incurring unanticipated costs and expenses including costs for PEC to coordinate and redesign portions of the Project affected by the procuring or installing elements of the Project prior to the completion of all relevant construction documents, and costs for the contractor to remove and replace previously installed work. If Client selects accelerated, phased or fast-track scheduling, Client agrees to include a contingency in the Project budget sufficient to cover such costs.

**Force Majeure.** PEC will not be liable to Client for delays in performing the Services or for any costs or damages that may result from: labor strikes; riots; war; acts of terrorism; acts or omissions of governmental authorities, the Project Client or third parties; extraordinary weather conditions or other natural catastrophes; acts of God; unanticipated site conditions; or other acts or circumstances beyond the control of PEC. In the event performance of the Services is delayed by circumstances beyond PEC's control, PEC's compensation and time for performance will be equitably increased.

**Construction Means; Safety.** PEC shall have no control over and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for construction safety precautions and programs. PEC shall not be responsible for the acts or omissions of any contractor, subcontractor or any other person performing any work (other than the Services), or for the failure of any of them to carry out their work in accordance with all applicable laws, regulations, codes and standards, or the construction documents.

**Cost Estimates.** Upon request, PEC may furnish estimates of probable cost, but cannot and does not guarantee the accuracy of such estimates. All estimates, including estimates of construction costs, financial evaluations, feasibility studies, and economic analyses of alternate solutions, will be made on the basis of PEC's experience and qualifications and will represent PEC's judgment as a design professional familiar with the construction industry. However, PEC has no control over (1) the cost of labor, material or equipment furnished by others, (2) market conditions, (3) contractors' methods of determining prices or performing work, or (4) competitive bidding practices. Accordingly, PEC will have no liability for bids or actual costs that differ from PEC's estimates.

**Termination.** Both the Client and PEC have the right to terminate this Agreement for convenience upon fifteen calendar days' written notice to the other party. In the event the Client terminates this Agreement without cause, PEC shall be entitled to payment for all Services performed and expenses incurred up to the time of such termination, plus fees for any required transition services, and reimbursement of all costs incurred which are directly attributable to such termination.

**Environmental Hazards.** Client acknowledges that the Services do not include the detection, investigation, evaluation, or abatement of environmental conditions that PEC may encounter, such as mold, lead, asbestos, PCBs, hazardous substances (as defined by Federal, State or local laws or regulations), contaminants, or toxic materials that may be present at the Project site. Client agrees to defend, indemnify, and hold PEC harmless from any claims relating to the actual or alleged existence or discharge of such materials through no fault of PEC. PEC may suspend the Services, without liability for any damages, if it has reason to believe that its employees may be exposed to hazardous materials.

**Betterment.** PEC will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the Project.

**Dispute Resolution.** The Client and PEC will endeavor to resolve claims, disputes and other matters in issue arising out of this Agreement, the Project or the Services through a meet and confer session. The meeting will be attended by senior representatives of Client and PEC who have full authority to

resolve the claim. The meeting will take place within thirty (30) days after a request by either party, unless the parties mutually agree otherwise. Prior to the meeting, the parties will exchange relevant information that will assist in resolving the claim.

If the parties resolve the claim, they will prepare appropriate documentation memorializing the resolution.

If the parties are unable to resolve the claim, PEC and Client agree to submit the claim to mediation prior to the initiation of any binding dispute resolution proceedings (except for PEC claims for nonpayment). The mediation will be held in Wichita, Kansas, and the parties will share the mediator's fees and expenses equally.

**Jurisdiction; Venue; Governing Law.** To the fullest extent permitted by law, PEC and Client stipulate that the Eighteenth Judicial District, District Court, Sedgwick County, Kansas is the court of exclusive jurisdiction and venue to determine any dispute arising out of or relating to this Agreement, the Project or the Services. PEC and Client further agree that this Agreement shall be construed, interpreted and governed in accordance with the laws of the State of Kansas without regard to its conflict of laws principles.

**Indemnity.** To the fullest extent permitted by law, Client and PEC each agree to indemnify and hold harmless the other, as well as their respective officers, directors and employees, from and against liability for claims, losses, damages, and expenses, including reasonable attorneys' fees, provided such claim, loss, damage, or expense is attributable to bodily injury, sickness, disease, death, or property damage, but only to the extent caused by the negligent acts or omissions of the indemnifying party, or anyone for whose acts they may be liable.

**Agreed Remedy.** To the fullest extent permitted by law, the total liability, in the aggregate, of PEC and PEC's officers, directors, employees, agents, and consultants to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages, including, without limitation, attorneys' fees, arising out of or in any way related to this Agreement, the Services, or the Project, from any cause and under any theory of liability, shall not exceed PEC's total fee under this Agreement. In no event will PEC be liable for any indirect, incidental, special or consequential damages, including, without limitation, loss of use or lost profits, incurred by Client or anyone claiming by, through or under Client.

**Assignment.** Client will not assign any rights, duties, or interests accruing from this Agreement without the prior written consent of PEC. This Agreement will be binding upon the Client, its successors and assigns.

**No Third-Party Beneficiaries.** This Agreement is solely for the benefit of PEC and Client. Nothing herein is intended in any way to benefit any third party or otherwise create any duty or obligation on behalf of PEC or Client in favor of such third parties. Further, PEC assumes no obligations or duties other than the obligations to Client specifically set forth in this Agreement. PEC shall not be responsible for Client obligations under any separate agreement with any third-party.

**Entire Agreement.** This Agreement represents the entire and integrated agreement between PEC and Client and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may only be amended by a writing signed by PEC and Client.

Audree Guzman  
City of Valley Falls  
Valley Falls – 2023 PER for CDBG Sidewalk  
November 30, 2022  
Page 5

**Severability.** If any provisions of this Agreement is determined to be unenforceable, in whole or in part, the remainder shall not be affected thereby and each remaining provision or portion thereof shall continue to be valid and effective and shall be enforceable to the fullest extent permitted by law.

Thank you for engaging PEC; we look forward to working with you. If this Agreement is acceptable, please sign below and return an executed copy to me. Receipt of the executed copy will serve as PEC's notice to proceed with the Services.

Sincerely,

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.



Jason Fundis  
Senior Associate / Project Manager

JLF:tmn

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

By:  \_\_\_\_\_, Signatory

Printed Name: Alex M. Darby, P.E.

Title: Principal/Team Lead

Date: November 30, 2022

ACCEPTED:

CITY OF VALLEY FALLS

By: \_\_\_\_\_

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

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

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

## EXHIBIT A

### A. **Project Description:**

1. Complete the Preliminary Engineering Report (PER) in accordance with the Community Development Block Grant (CDBG) program requirements for sidewalk improvements in the City of Valley Falls, Kansas. The approximate limits of sidewalk improvements are depicted in Exhibit B (attached hereto).

### B. **Anticipated Project Schedule:**

1. PEC shall commence its services on the Project within seven (7) days after receiving CLIENT's notice to proceed.
2. PEC and CLIENT anticipate that the report will be completed in approximately six (6) weeks after receiving Notice to Proceed.

### C. **Project Deliverables:**

1. This Project Deliverables shall consist of the following sealed by an Engineer licensed in the State of Kansas where applicable:
  - a) Preliminary Engineering Report (PER).

### D. **Scope of Services:**

1. Civil Engineering Design Services including:
  - a) Attend one on-site CLIENT meeting to review site conditions at proposed sidewalk locations and to confirm limits of proposed sidewalk.
  - b) Prepare a PER per CDBG program requirements.
  - c) Provide draft PER to the CLIENT for review and comment.
  - d) Attend one City Council meeting to discuss the report findings.
  - e) Provide final PER sealed by a licensed engineer.

### E. **Supplementary Services:**

The following shall be considered supplementary services to from the Scope of Services under this work order to be provided by PEC.

1. Field survey services.
2. Subsurface investigations.
3. Drainage analysis.
4. Design services.
5. Meetings with local/state/federal agencies beyond those identified in the scope of services.
6. Additional services associated with an expansion of/changes to the scope of the Project.

### F. **PEC's Fees:**

1. PEC's Fee for its Scope of Services will be on a lump sum basis including expenses in the amount of **\$6,500.00.**
2. Taxes are not included in PEC's Fees. CLIENT shall reimburse PEC for any sales, use, and value added taxes which apply to these services.





**Axon Enterprise, Inc.**  
 17800 N 85th St.  
 Scottsdale, Arizona 85255  
 United States  
 VAT: 86-0741227  
 Domestic: (800) 978-2737  
 International: +1.800.978.2737

Q-435964-44872.734KB

Issued: 11/07/2022

Quote Expiration: 12/01/2022

Estimated Contract Start Date: 12/15/2022

Account Number: 448249

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Business;Delivery;Invoice-417 Broadway St 417 Broadway St Valley Falls, KS 66088-1303 USA	Valley Falls Police Department- KS 417 Broadway St Valley Falls, KS 66088-1303 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Kyle Brennan Phone: Email: kybrennan@axon.com Fax:	Edward Rivera Phone: 785-640-3249 Email: officerrivera@valleyfalls.org Fax:

### Quote Summary

Program Length	60 Months
<b>TOTAL COST</b>	<b>\$14,400.00</b>
<b>ESTIMATED TOTAL W/ TAX</b>	<b>\$14,400.00</b>

### Discount Summary

Average Savings Per Year	\$965.76
<b>TOTAL SAVINGS</b>	<b>\$4,828.80</b>

### Payment Summary

Date	Subtotal	Tax	Total
Nov 2022	\$2,880.04	\$0.00	\$2,880.04
Nov 2023	\$2,879.99	\$0.00	\$2,879.99
Nov 2024	\$2,879.99	\$0.00	\$2,879.99
Nov 2025	\$2,879.99	\$0.00	\$2,879.99
Nov 2026	\$2,879.99	\$0.00	\$2,879.99
<b>Total</b>	<b>\$14,400.00</b>	<b>\$0.00</b>	<b>\$14,400.00</b>

Quote Unbundled Price:	\$19,228.80
Quote List Price:	\$14,400.00
Quote Subtotal:	\$14,400.00

## Pricing

*All deliverables are detailed in Delivery Schedules section lower in proposal*

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
<b>Program</b>									
T7Cert	2021 Taser 7 Certification Bundle	4	60	\$80.12	\$60.00	\$60.00	\$14,400.00	\$0.00	\$14,400.00
<b>Total</b>							<b>\$14,400.00</b>	<b>\$0.00</b>	<b>\$14,400.00</b>

## Delivery Schedule

### Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
2021 Taser 7 Certification Bundle	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	4	11/15/2022
2021 Taser 7 Certification Bundle	20018	TASER 7 BATTERY PACK, TACTICAL	4	11/15/2022
2021 Taser 7 Certification Bundle	20160	TASER 7 HOLSTER - SAFARILAND, RH+CART CARRIER	4	11/15/2022
2021 Taser 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	12	11/15/2022
2021 Taser 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	8	11/15/2022
2021 Taser 7 Certification Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	12	11/15/2022
2021 Taser 7 Certification Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	8	11/15/2022
2021 Taser 7 Certification Bundle	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	8	11/15/2022
2021 Taser 7 Certification Bundle	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	8	11/15/2022
2021 Taser 7 Certification Bundle	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	4	11/15/2022
2021 Taser 7 Certification Bundle	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	4	11/15/2022
2021 Taser 7 Certification Bundle	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	11/15/2022
2021 Taser 7 Certification Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	11/15/2022
2021 Taser 7 Certification Bundle	74200	TASER 7 6-BAY DOCK AND CORE	1	11/15/2022
2021 Taser 7 Certification Bundle	80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1	11/15/2022
2021 Taser 7 Certification Bundle	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	1	11/15/2022
2021 Taser 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	8	11/15/2023
2021 Taser 7 Certification Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	8	11/15/2023
2021 Taser 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	8	11/15/2024
2021 Taser 7 Certification Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	8	11/15/2024
2021 Taser 7 Certification Bundle	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	8	11/15/2024
2021 Taser 7 Certification Bundle	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	8	11/15/2024
2021 Taser 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	8	11/15/2025
2021 Taser 7 Certification Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	8	11/15/2025
2021 Taser 7 Certification Bundle	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	8	11/15/2026
2021 Taser 7 Certification Bundle	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	8	11/15/2026

### Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
2021 Taser 7 Certification Bundle	20248	TASER EVIDENCE.COM ACCESS LICENSE	4	12/15/2022	12/14/2027
2021 Taser 7 Certification Bundle	20248	TASER EVIDENCE.COM ACCESS LICENSE	1	12/15/2022	12/14/2027

### Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
2021 Taser 7 Certification Bundle	80374	EXT WARRANTY, TASER 7 BATTERY PACK	4	11/15/2023	12/14/2027
2021 Taser 7 Certification Bundle	80395	EXT WARRANTY, TASER 7 HANDLE	4	11/15/2023	12/14/2027
2021 Taser 7 Certification Bundle	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1	11/15/2023	12/14/2027

## Payment Details

<b>Nov 2022</b>						
<b>Invoice Plan</b>	<b>Item</b>	<b>Description</b>	<b>Qty</b>	<b>Subtotal</b>	<b>Tax</b>	<b>Total</b>
Year 1	T7Cert	2021 Taser 7 Certification Bundle	4	\$2,880.04	\$0.00	\$2,880.04
<b>Total</b>				<b>\$2,880.04</b>	<b>\$0.00</b>	<b>\$2,880.04</b>

<b>Nov 2023</b>						
<b>Invoice Plan</b>	<b>Item</b>	<b>Description</b>	<b>Qty</b>	<b>Subtotal</b>	<b>Tax</b>	<b>Total</b>
Year 2	T7Cert	2021 Taser 7 Certification Bundle	4	\$2,879.99	\$0.00	\$2,879.99
<b>Total</b>				<b>\$2,879.99</b>	<b>\$0.00</b>	<b>\$2,879.99</b>

<b>Nov 2024</b>						
<b>Invoice Plan</b>	<b>Item</b>	<b>Description</b>	<b>Qty</b>	<b>Subtotal</b>	<b>Tax</b>	<b>Total</b>
Year 3	T7Cert	2021 Taser 7 Certification Bundle	4	\$2,879.99	\$0.00	\$2,879.99
<b>Total</b>				<b>\$2,879.99</b>	<b>\$0.00</b>	<b>\$2,879.99</b>

<b>Nov 2025</b>						
<b>Invoice Plan</b>	<b>Item</b>	<b>Description</b>	<b>Qty</b>	<b>Subtotal</b>	<b>Tax</b>	<b>Total</b>
Year 4	T7Cert	2021 Taser 7 Certification Bundle	4	\$2,879.99	\$0.00	\$2,879.99
<b>Total</b>				<b>\$2,879.99</b>	<b>\$0.00</b>	<b>\$2,879.99</b>

<b>Nov 2026</b>						
<b>Invoice Plan</b>	<b>Item</b>	<b>Description</b>	<b>Qty</b>	<b>Subtotal</b>	<b>Tax</b>	<b>Total</b>
Year 5	T7Cert	2021 Taser 7 Certification Bundle	4	\$2,879.99	\$0.00	\$2,879.99
<b>Total</b>				<b>\$2,879.99</b>	<b>\$0.00</b>	<b>\$2,879.99</b>

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

## Standard Terms and Conditions

### Axon Enterprise Inc. Sales Terms and Conditions

#### Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

#### ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

#### Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

---

Signature

---

Date Signed

11/7/2022





**Axon Enterprise, Inc.**  
 17800 N 85th St.  
 Scottsdale, Arizona 85255  
 United States  
 VAT: 86-0741227  
 Domestic: (800) 978-2737  
 International: +1.800.978.2737

Q-436954-44879.697KB

Issued: 11/14/2022

Quote Expiration: 11/15/2022

Estimated Contract Start Date: 12/01/2022

Account Number: 448249

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Business;Delivery;Invoice-417 Broadway St 417 Broadway St Valley Falls, KS 66088-1303 USA	Valley Falls Police Department- KS 417 Broadway St Valley Falls, KS 66088-1303 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Kyle Brennan Phone: Email: kybrennan@axon.com Fax:	Edward Rivera Phone: 785-640-3249 Email: officerrivera@valleyfalls.org Fax:

### Quote Summary

Program Length	60 Months
<b>TOTAL COST</b>	<b>\$9,180.00</b>
<b>ESTIMATED TOTAL W/ TAX</b>	<b>\$9,180.00</b>

### Discount Summary

Average Savings Per Year	\$0.00
<b>TOTAL SAVINGS</b>	<b>\$0.00</b>

### Payment Summary

Date	Subtotal	Tax	Total
Nov 2022	\$1,836.00	\$0.00	\$1,836.00
Nov 2023	\$1,836.00	\$0.00	\$1,836.00
Nov 2024	\$1,836.00	\$0.00	\$1,836.00
Nov 2025	\$1,836.00	\$0.00	\$1,836.00
Nov 2026	\$1,836.00	\$0.00	\$1,836.00
<b>Total</b>	<b>\$9,180.00</b>	<b>\$0.00</b>	<b>\$9,180.00</b>

Quote Unbundled Price:	\$9,180.00
Quote List Price:	\$9,180.00
Quote Subtotal:	\$9,180.00

## Pricing

*All deliverables are detailed in Delivery Schedules section lower in proposal*

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
<b>A la Carte Software</b>									
BasicLicense	Basic License Bundle	5	60		\$15.00	\$15.00	\$4,500.00	\$0.00	\$4,500.00
ProLicense	Pro License Bundle	2	60		\$39.00	\$39.00	\$4,680.00	\$0.00	\$4,680.00
<b>Total</b>							<b>\$9,180.00</b>	<b>\$0.00</b>	<b>\$9,180.00</b>

## Delivery Schedule

### Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Basic License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	5	12/01/2022	11/30/2027
Basic License Bundle	73840	EVIDENCE.COM BASIC LICENSE	5	12/01/2022	11/30/2027
Pro License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	6	12/01/2022	11/30/2027
Pro License Bundle	73746	PROFESSIONAL EVIDENCE.COM LICENSE	2	12/01/2022	11/30/2027

## Payment Details

### Nov 2022

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	BasicLicense	Basic License Bundle	5	\$900.00	\$0.00	\$900.00
Year 1	ProLicense	Pro License Bundle	2	\$936.00	\$0.00	\$936.00
<b>Total</b>				<b>\$1,836.00</b>	<b>\$0.00</b>	<b>\$1,836.00</b>

### Nov 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	BasicLicense	Basic License Bundle	5	\$900.00	\$0.00	\$900.00
Year 2	ProLicense	Pro License Bundle	2	\$936.00	\$0.00	\$936.00
<b>Total</b>				<b>\$1,836.00</b>	<b>\$0.00</b>	<b>\$1,836.00</b>

### Nov 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	BasicLicense	Basic License Bundle	5	\$900.00	\$0.00	\$900.00
Year 3	ProLicense	Pro License Bundle	2	\$936.00	\$0.00	\$936.00
<b>Total</b>				<b>\$1,836.00</b>	<b>\$0.00</b>	<b>\$1,836.00</b>

### Nov 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	BasicLicense	Basic License Bundle	5	\$900.00	\$0.00	\$900.00
Year 4	ProLicense	Pro License Bundle	2	\$936.00	\$0.00	\$936.00
<b>Total</b>				<b>\$1,836.00</b>	<b>\$0.00</b>	<b>\$1,836.00</b>

### Nov 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	BasicLicense	Basic License Bundle	5	\$900.00	\$0.00	\$900.00
Year 5	ProLicense	Pro License Bundle	2	\$936.00	\$0.00	\$936.00
<b>Total</b>				<b>\$1,836.00</b>	<b>\$0.00</b>	<b>\$1,836.00</b>

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

## Standard Terms and Conditions

### Axon Enterprise Inc. Sales Terms and Conditions

#### Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

#### ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

#### Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

---

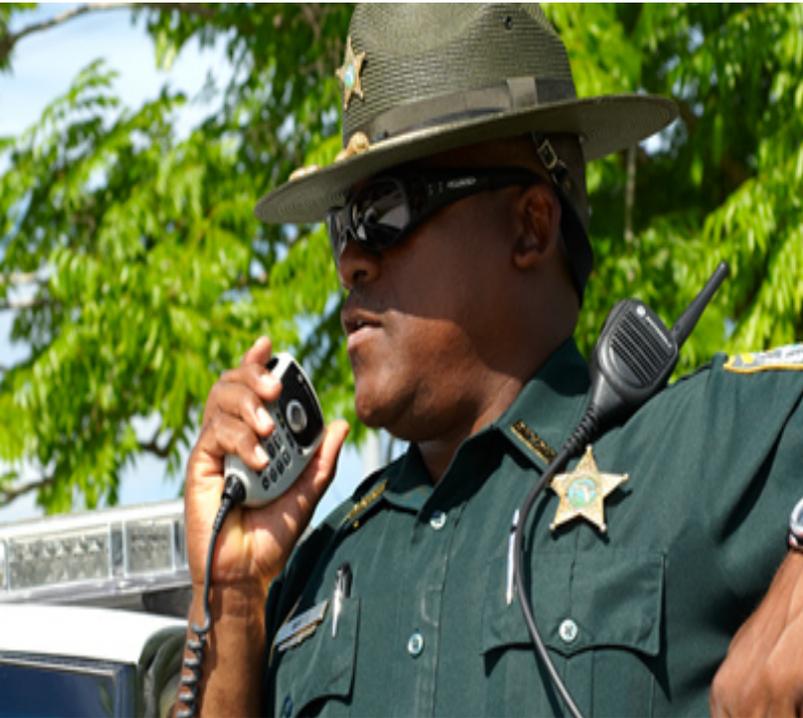
Signature

---

Date Signed

11/14/2022





## VALLEY FALLS POLICE DEPARTMENT

Valley Falls

11/14/2022

11/14/2022

VALLEY FALLS POLICE DEPARTMENT  
421B MARY ST  
VALLEY FALLS, KS 66088

RE: Motorola Quote for Valley Falls  
Dear Edward Rivera,

Motorola Solutions is pleased to present VALLEY FALLS POLICE DEPARTMENT with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide VALLEY FALLS POLICE DEPARTMENT with the best products and services available in the communications industry. Please direct any questions to Joshua Medeiros at [Joshua.Medeiros@motorolasolutions.com](mailto:Joshua.Medeiros@motorolasolutions.com).

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Joshua Medeiros  
Regional Sales Manager

Billing Address:  
 VALLEY FALLS POLICE  
 DEPARTMENT  
 421B MARY ST  
 VALLEY FALLS, KS 66088  
 US

Quote Date:11/14/2022  
 Expiration Date:12/31/2022  
 Quote Created By:  
 Joshua Medeiros  
 Regional Sales Manager  
 Joshua.Medeiros@  
 motorolasolutions.com  
 4022696963

End Customer:  
 VALLEY FALLS POLICE DEPARTMENT  
 Edward Rivera  
 OfficerRivera@valleyfalls.org  
 7852171573

### Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at [www.motorolasolutions.com/product-terms](http://www.motorolasolutions.com/product-terms).

### Summary:

QUOTE DOES NOT INCLUDE INSTALLATION

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
Video as a Service							
1	AAS-M5-5YR-001	M500 IN-CAR VIDEO SYSTEM AND COMMAND CENTRAL EVIDENCE - 5 YEARS VIDEO-AS-A-SERVICE (\$165 PER MON)	1	5 YEAR	\$9,900.00	\$9,900.00	\$9,900.00
2	PRS-0619A	VAAS REMOTE SYSSETUPL2,TRAIN,CON FIG,PM	1		\$1,500.00	\$1,200.00	\$1,200.00
3	WGW00166-100	EL4 TO VIDEOMANAGER EL CLOUD MIGRATION SERVICE, PER TB OF DATA	4		\$750.00	\$600.00	\$2,400.00
4	SSV00S03094A	COMMANDCENTRAL EVIDENCE PLUS SUBSCRIPTION VAAS*	1	5 YEAR	Included	Included	Included



Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
5	SSV00S03096A	COMMANDCENTRAL EVIDENCE UNLIMITED IN CAR STORAGE VAAS*	1	5 YEAR	Included	Included	Included
6	WGB-0700A	VIDEO EQUIPMENT,M500 IN-CAR SYSTEM FRONT/ PASSENGER CAM	1		Included	Included	Included
7	WGW00502	M500 EXTENDED WARRANTY	1	5 YEAR	Included	Included	Included
8	WGA00428-103	CONFIGWIRLESKIT MTIK802.11AC,POE,5GHZ ANT	1		Included	Included	Included
9	WGP01394-001	CBL, WIFI VHCL ANT MNT, NMO, 17'L	1		Included	Included	Included
10	WGA00574-100	SMART POE SWITCH (SPS), M500	1		Included	Included	Included
11	WGA00574-KIT	VISTA HD, SPS KIT, INC PWR & ANT CBL	1		Included	Included	Included
12	WGP02225-130-KIT2	BRKT4RE DISP/VISTA/ CAMVR POST 2020+EXPL	1		Included	Included	Included
13	WGA184	RADARINTERFACECABLE FORSTALKERY-CABLE10'	1		\$93.75	\$75.00	\$75.00
14	WGB-0153A	MIKROTIK WIFI KIT SECTOR AP	1		\$312.50	\$250.00	\$250.00
<b>Grand Total</b>					<b>\$13,825.00(USD)</b>		



## Pricing Summary

	List Price	Sale Price
Upfront Costs for Hardware, Accessories and Implementation (if applicable), plus Subscription Fee	\$6,886.25	\$5,905.00
Year 2 Subscription Fee	\$1,980.00	\$1,980.00
Year 3 Subscription Fee	\$1,980.00	\$1,980.00
Year 4 Subscription Fee	\$1,980.00	\$1,980.00
Year 5 Subscription Fee	\$1,980.00	\$1,980.00
Grand Total System Price	\$14,806.25	\$13,825.00

### Notes:

- Additional information is required for one or more items on the quote for an order.
- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.
- Unless otherwise noted in this quote / order, installation of equipment is not included.



## VIDEO-AS-A-SERVICE OVERVIEW

Video-as-a-Service (VaaS) is a subscription-based solution that provides agencies with Motorola's industry-leading evidence collection and management tools. VaaS provides agencies access to high-definition camera systems and the industry's only fully end-to-end digital evidence management ecosystem. Included in this quote is access to CommandCentral Evidence, which includes several applications that enable a single, streamlined workflow.



When combined into a single solution, these tools enable officers in the field to easily capture, record, and upload evidence, as well as efficiently manage and share that evidentiary data. Because Video-as-a-Service requires no up-front purchase of equipment or software, it provides a simple way to quickly deploy and begin using a complete camera and evidence management solution for a per-device charge, billed quarterly.



## M500 IN-CAR VIDEO SYSTEM SOLUTION DESCRIPTION

The M500 In-Car Video System is the first AI-enabled in-car video solution for law enforcement. It combines Motorola's powerful camera technology with our industry-leading digital evidence management software (DEMS), to improve the quality of evidence collected and streamline the data sharing process throughout investigation.

### VIDEO RECORDING AND CAPTURE

Equipped with high-definition front and cabin cameras with configurable recording resolution of up to 1080p, the M500 creates a reliable record of evidence that can be uploaded to your DEMS solution from any location with a cellular or Wi-Fi signal.

It is equipped with patented Record-After-the-Fact (RATF) technology, which ensures continuous recording from both front and cabin perspectives whenever the camera is on, even if the recording function isn't manually engaged. All RATF data is automatically uploaded to DEMS, for easy review and data capture whenever it is needed.

### DISPLAY AND USER INTERFACE

The M500 system features a 5" control panel with a bright, clear display. It offers an icon-driven interface and intuitive controls to streamline field operations. Users can execute any function on the device within three taps of the screen.

### AUTOMATIC RECORDING FUNCTIONALITY

Users can program various sensors to activate a new recording. These sensors include emergency lights, sirens, auxiliary inputs, wireless microphones, vehicle speed, and crash detection. When these sensors are triggered, the integrated cameras automatically start recording, allowing officers to capture video evidence without manually activating any cameras.

## INTEGRATION WITH V300

The M500 integrates with the V300 Body-Worn Camera for synchronized recording and playback, as well as wireless uploading. Whenever one camera in a group is activated, the Group Recording function enables other cameras in that group within Wi-Fi range to join in on a group recording for easy capture of all available information. Video evidence on a V300 Body-Worn Camera can be uploaded to your evidence management system via an in-car LTE network.



# COMMANDCENTRAL EVIDENCE PLUS SOLUTION DESCRIPTION

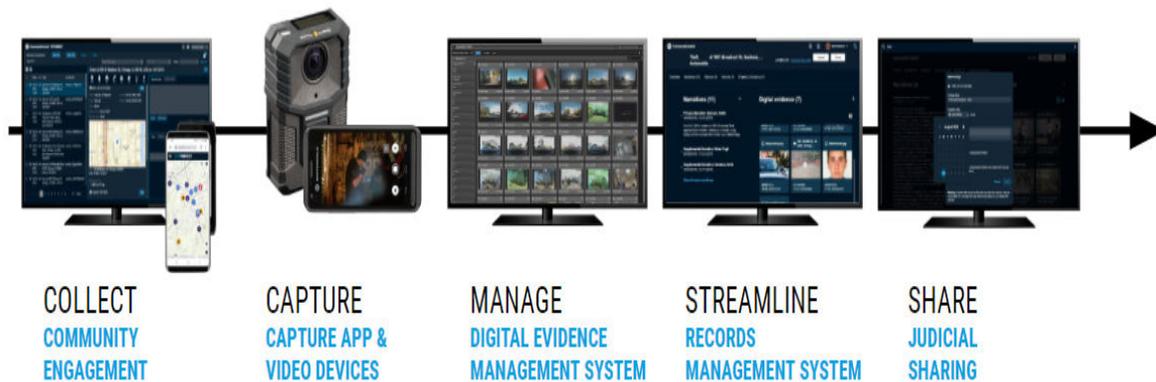
## OVERVIEW

CommandCentral Evidence provides a suite of digital evidence management tools that help users contain, organize, and act on large amounts of incoming multimedia. These tools streamline the collection, capture, storage, and sharing of data from a single location. By centralizing digital evidence storage and management, CommandCentral Evidence removes data silos and helps users get the most out of their critical information.



Users access all case content from a single, cloud-based location. Cases integrate records and evidence content, allowing users to view all media associated with a case. These cloud-based tools help users account for all evidence regardless of source. CommandCentral Evidence makes it easy to secure and share content with chain of custody intact to improve collaboration.

CommandCentral Evidence is available without any upfront investment. Monthly subscription service costs include the software and video storage. And CommandCentral Evidence uses the Azure GovCloud, securing data at rest and in transit to protect communications. This complies with CJIS guidelines and the NIST framework, audited annually against the Service Organization Control 1 and 2 reporting framework.

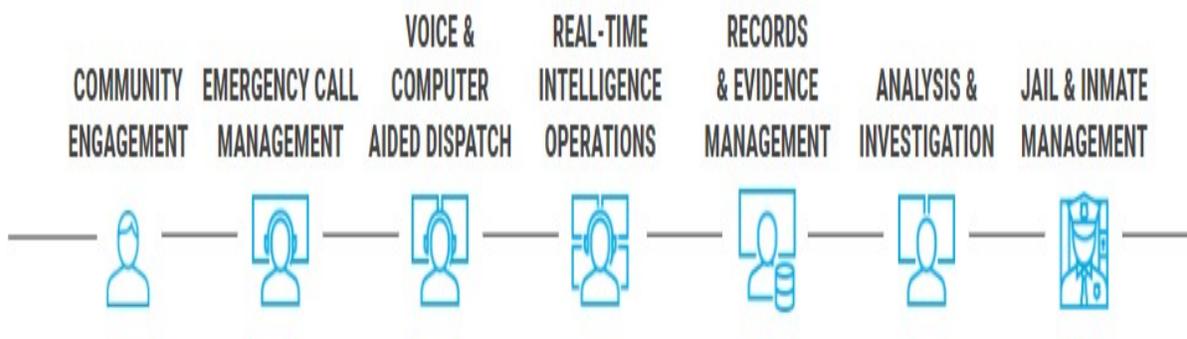


Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

## THE COMMANDCENTRAL PLATFORM

CommandCentral is an end-to-end platform of interconnected solutions that unify data and streamline public safety workflows from a tip or call to case closure. Through single sign-on capabilities, your personnel can access all CommandCentral software applications with one agency username and password for a more streamlined workflow. The CommandCentral platform puts your agency's data to better use, improves safety for critical personnel, and helps keep your focus on the communities you serve.

CommandCentral evolves over time, maximizing the value of existing investments while adopting new capabilities that better meet your personnel's growing needs. With cloud-based services and an agile development methodology through constant user feedback, Motorola Solutions can deliver new features and functionality in a more manageable, non-intrusive way.

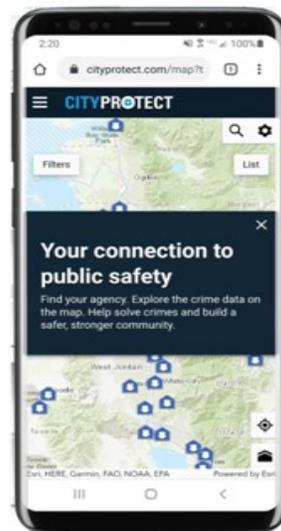


The CommandCentral End-to-End Platform

## Community Interaction Tools

CommandCentral Evidence provides a set of Community Interaction tools to enhance the partnership between your agency and the public. This solution is the foundation for transparent community engagement by streamlining the flow of data between your agency and the people you serve. The toolkit helps build public trust and increases the value of community intelligence. As a result, your agency gains new ways to connect with the public, building collaboration and transparency.

Community interaction centers around CityProtect.com. This mobile-friendly webpage offers citizens a centralized set of tools to contribute to public safety. The tools and forms within CityProtect enable you to create a dialogue with your community and promote the value of citizen intelligence. Sharing and receiving important data is streamlined to make engagement easier.



## AGENCY PAGE

CommandCentral Evidence provides a dedicated, public-facing webpage for your agency. This customizable page offers a unique URL to serve as the hub for community interaction with access to the tools for the public to connect with your agency.

The agency page shows quick, rotating messages—bulletins (up to five 244-character messages)—to keep the public informed. Your agency will control the order, schedule, and expiration date of these bulletins. The page also integrates an agency's social media feeds to further unify communications.

## PUBLIC SUBMISSIONS

With CommandCentral Evidence, the public can submit information online with an easy-to-use interface. There are multiple self-service form options for online submissions, such as anonymous tips, public information requests, and non-emergency submissions. Your agency will decide which of these forms to deploy and how to personalize these forms with built-in form management tools. The public can submit tips using these forms on CityProtect, or via anonymous SMS communication. Together, these submissions help agencies build a more accurate operating picture. TipManager manages these submissions in a central location and saves digital content in CommandCentral Evidence. This streamlines public-provided content with officer-captured evidence in a single repository.

## DIGITAL EVIDENCE COLLECTION

CommandCentral Evidence's digital evidence collection features allows your agency to collect case-specific digital media from any source without needing a personal device or physical storage, such as CDs, USBs, or other devices checked into physical evidence stores. Digital files are automatically added and tagged within the application, making access to specific information easy and efficient.

## CRIME MAP

Crime Map is built into the CityProtect home page. Crime Map automatically publishes crime data and incident information from your CAD or RMS or CAD system to an interactive, online map. This map keeps the public informed of local crime activity and offers visibility into your operations. Crime Map also provides the following:

- Incident data display with up to hourly updates.
- Primary Agency shapefile.
- Sex offender listing options.
- Crime data download option and action link.

## CAMERA REGISTRATION

Camera Registration allows citizens to register their residential or commercial security cameras in CityProtect. Each community member can create a free CityProtect user account to manage their camera information. Your agency can then access the location of these cameras and contact the owner for potential video evidence. The data from these accounts is visualized in a variety of CommandCentral applications.



## FIELD RESPONSE APPLICATION

CommandCentral Evidence features a mobile application that allows users to capture video, images, and audio from the field. The application provides advanced camera controls to help users control what is captured. Integrated metadata population and tagging provides immediate access of content in the Digital Evidence Management application. This isolation ensures evidence is not accessible by other apps and ensures an uncompromised chain of custody from the moment of capture.

This application is a capture source for officers, detectives, command staff, supervisors and other law enforcement personnel. The application's user interface exists in the same ecosystem as the Digital Evidence Management tool. The field response application is available on iOS and Android.

## RECORDS MANAGEMENT

CommandCentral Evidence's record management capabilities allow users to quickly and easily search video, audio, images, and other digital content. It then stores that data in a central cloud-based location, streamlining access and management across your organization to reduce the complexities of record management. As a result, this solution helps save your personnel valuable time and allows them to focus on critical tasks.

Records Management offers users the following features to benefit management workflows:

- Consolidated Record View – Enter and view incident data, officer narrative, and digital evidence with one user interface, allowing officers to spend more time in the field.
- Task Creation and Assignment – View, create, and assign tasks or projects for the day as part of the Insights Dashboard. This helps build and close cases faster by tracking progress and assigning ownership to activities.
- Unified Search – Find specific information faster by searching across all agency data.
- Master Indexes – Validate data on persons, vehicles, and organizations against the master indexes. For example, agencies can verify that an arrested person, person of interest, or suspect's information is accurate.
- Compliance Verification – Prompt officers for the information they need so you can check reports before submission and save response time.
- Record Quality Control – Keep data clean by identifying, merging, and de-duplicating records automatically.
- Trusted Agency Sharing – Remain in control of your data when you share case information with other agencies.
- Judicial Case Sharing – Share validated evidence items with trusted judicial partners for use in court, with a verifiable chain of custody.
- Crime Predictions in Dashboard – Monitor activity and set threshold alerts to identify and address crime trends.
- Data Insights Reporting – Access critical insight with pre-built reports and dashboards to make data-driven decisions.

## DIGITAL EVIDENCE MANAGEMENT



CommandCentral Evidence's digital evidence management tools streamline collecting, securing, and managing multimedia evidence. These tools simplify how a secure digital evidence library is built by incorporating data from multiple sources into a unified evidence storage framework. Users can upload digital evidence from a variety of sources to quickly build cases. Evidence stored within the tool is easy to search, correlate, and review alongside other case-related information from your CAD or RMS database. Relevant content can be marked and intelligently sorted to quickly locate critical information from a central touchpoint. This unified storage framework allows personnel to make informed decisions from an organized and complete case evidence view, while offering an access control system to allow only authorized personnel to view sensitive information.

## STORE AND MANAGE

CommandCentral Evidence simplifies building a secure digital evidence library by incorporating data from multiple sources into a unified evidence storage framework. Users can upload digital evidence files from a variety of sources to build cases. Products from Motorola Solutions, such as body-worn cameras, in-car cameras, the mobile field response application, and other CommandCentral software, automatically transmit data to Digital Evidence Management. This saves the time and effort needed to manually upload files. Once the content is securely stored, content management is more efficient.

Digital Evidence Management streamlines content management workflows, with tags and metadata that make it easier to correlate, search, and manage evidence. The application automatically links evidence based on the tags and metadata attached to those files, helping users find additional contextual information on an incident and build cases quickly. Users can search and filter content to locate additional relevant data to link to a case or incident. To quickly access evidence items that they frequently need to reference, users can group or bookmark files within the interface.

CommandCentral Evidence provides unlimited storage for events captured by the WatchGuard video systems where the applied data retention period does not exceed one year for non-evidentiary recordings or 10 years for evidentiary recordings (recordings associated with a case). Additionally, the video recording policy must be event-based (policies that require officers to record their entire shift will not qualify for this plan). For non-camera data storage (data not captured by the body camera and/or in-car system), agencies receive 50GB of storage per device, per month, pooled across all devices in the program.

## INTERFACE SERVER REQUIREMENTS

A customer-provided virtual machine is required to support the interface. The virtual machine must meet the following minimum specifications:

- Access to Customer-Provided Internet.

The customer-provided virtual machine will allow CloudConnect to be installed to enable CommandCentral cloud applications to connect to on-premises applications, like CAD/RMS systems.



## COMMANDCENTRAL EVIDENCE PLUS STATEMENT OF WORK

### OVERVIEW

The Statement of Work (SOW) defines the principal activities and responsibilities of Motorola Solutions, Inc. ("Motorola Solutions") and the Customer. Motorola Solutions and the Customer will work to complete their respective responsibilities in accordance with the mutually agreed upon governing schedule. Any changes to the governing schedule will be mutually agreed upon via the change provision of the Agreement.

### AGENCY AND USER SETUP

The Customer's agency(s) and CommandCentral users must be provisioned within the CommandCentral cloud platform using the CommandCentral Admin tool. The provisioning process allows the agency(s) to define the specific capabilities and permissions of each user.

#### Motorola Solutions Responsibilities

- Use the CommandCentral Admin tool to establish the Customer and the Customer's agency(s) within the CommandCentral cloud platform. This activity is completed during the order process.
- Provision agency's CommandCentral initial users and permissions.

#### Customer Responsibilities

- Identify a System Administrator(s).
- Ensure all System Administrators complete the CommandCentral Admin training.
- Use the CommandCentral Admin tool to setup CommandCentral administration and user passwords, and provision agency's CommandCentral users and permissions.

#### Completion Criteria

Initial agencies and users have been configured.

### COMMUNITY INTERACTION TOOL

Motorola Solutions enables the Community Interaction Tool during the order process.

#### Motorola Solutions Responsibilities

- Refer to Agency and User Setup section of SOW.
- Connect Customer incident data ingest.

#### Customer Responsibilities

- Provision policies and procedures, tags, retention periods, and user permissions.
- Configure Community Interaction Tool settings (location of agency pin, shape of agency, keywords, agency page, URL, which forms to deploy).
- Provide access to Motorola Solutions' team to connect incident data ingest.



**Completion Criteria**

Community Interaction Tool subscription enabled.

## RECORDS MANAGEMENT

This document describes the activities required to ensure access to the subscription software and the Customer's provisioning activities.

Records Management features preconfigured Incident Forms and standard Workflows. As a result, minimal configuration work is required prior to operation.

**Motorola Solutions Responsibilities**

- Refer to the Agency and User Setup section of SOW.

**Customer Responsibilities**

- Provision all required custom Offence Codes using the CommandCentral user interface.

**Completion Criteria**

Records Management enabled and offence codes provisioned.

## DIGITAL EVIDENCE MANAGEMENT

Motorola Solutions will discuss industry best practices, current operations environment, and subsystem integration in order to determine the optimal configuration for Digital Evidence Management. Motorola Solutions enables the subscription during the order process.

Note that while Digital Evidence Management is capable of interfacing with a variety of data sources, any additional interfaces are not included in this implementation.

**Motorola Solutions Responsibilities**

- Refer to the Agency and User Setup section of SOW.
- Connect Customer incident data ingest.
- If a hybrid on-premise and cloud solution is included, configure Evidence Library to Digital Evidence Management interface(s) to support the functionality described in the Solution Description.
- Integrate Records Management with Digital Evidence Management.

**Customer Responsibilities**

- Provision policies, procedures, and user permissions.
- Configure Digital Evidence Management settings.
- Provide access to Motorola Solutions' team to connect incident data ingest.

**Completion Criteria**

Digital Evidence Management subscription enabled. Configured to provide the end-to-end solution for the Customer.



## FIELD RESPONSE APPLICATION

The Field Response Application provides Android / iOS multimedia capture allowing a smartphone to send data to Digital Evidence Management .

### Motorola Solutions Responsibilities

- None.

### Customer Responsibilities

- Download "CommandCentral Capture" Application from App Store.
- Determine if video can be uploaded to Digital Evidence Management via WiFi and cellular network or WiFi only.
- Set confirmation parameters in Digital Evidence Management Admin.
- Determine specific video resolution or a range of resolutions.

### Completion Criteria

Work is considered complete upon Customer successfully installing application. The Field Response Application is configured and data is being received in Digital Evidence Management.

## THIRD-PARTY INTERFACES

The delivery, installation, and integrations of interfaces may be an iterative series of activities depending upon access to third-party systems. If proposed, interfaces will be installed and configured in accordance with the schedule.

Connectivity will be established between CommandCentral systems and the external and/or third-parties to which they will interface. Motorola Solutions will configure CommandCentral systems to support each contracted interface. The Customer is responsible for engaging third-party vendors if and as required to facilitate connectivity and testing of the interface(s).

### Motorola Solutions Responsibilities

- Develop interface(s) in accordance with the Solution Description.
- Establish connectivity to external and third-party systems.
- Configure interface(s) to support the functionality described in the Solution Description.
- Perform functional validation to confirm each interface can transmit and or receive data in accordance with the Interface Feature Description (IFD).

### Customer Responsibilities

- Act as liaison between Motorola Solutions and third-party vendors or systems as required to establish connectivity with Digital Evidence Management.
- Provide personnel proficient with and authorized to make changes to the network and third-party systems to support Motorola Solutions' interface installation efforts.
- Provide network connectivity between Digital Evidence Management and the third-party systems.
- Provide requested information on API, SDKs, data schema, and any internal and third-party documents necessary to establish interfaces with all local and remote systems and facilities within 10 days of the Interface Engagement Meeting.
- Adhere to the requirements presented in the IFD.



**Motorola Solutions Deliverables**

Contracted Interface(s).

**Completion Criteria**

Connectivity is established between CommandCentral systems and the external and/or third-parties using said interface.

Unknown circumstances, requirements, and anomalies at the time of initial design can present difficulties in interfacing CommandCentral Vault to some third-party applications. These difficulties could result in a poorly performing or even a non-functional interface. At such time that Motorola Solutions is provided with information and access to systems, we will be able to mitigate these difficulties. If Motorola Solutions mitigation requires additional third-party integration, application upgrades, API upgrades, and/or additional software licenses those costs will need to be addressed through the change provision of the contract.

## TRAINING

CommandCentral online training is made available to you via Motorola Solutions Software Enterprise Learning eXperience Portal (LXP). This subscription service provides you with continual access to our library of online learning content and allows your users the benefit of learning at times convenient to them. Content is added and updated on a regular basis to keep information current. All Motorola Solutions tasks are completed remotely and enable the Customer to engage in training when convenient to the user.

LXP Administrators are able to add/modify users, run reports, and add/modify groups within the panorama.

**Motorola Solutions Responsibilities**

- Initial setup of Panorama and addition of administrators.
- Provide instruction to the Customer LXP Administrators on:
  - Adding and maintaining users.
  - Adding and maintaining Groups.
  - Assign courses and Learning Paths.
  - Running reports.

**Customer Responsibilities**

- Go to <https://learningservices.motorolasolutions.com> and request access if you do not already have it.
- Complete LXP Administrator training.
- Advise users of the availability of the LXP.
- Add/modify users, run reports and add/modify groups.

**Completion Criteria**

Work is considered complete upon conclusion of Motorola Solutions-provided LXP Administrator instruction.



Panorama – A panorama is an individual instance of the LXP that provides autonomy to the agency utilizing.

Groups – A more granular segmentation of the LXP that are generally utilized to separate learners of like function (dispatchers, call takers, patrol, firefighter). These may also be referred to as clients within the LXP.

Learning Path – A collection of courses that follow a logical order, may or may not enforce linear progress.

### **Customer Responsibilities**

- Supply a suitably configured classroom with a workstation for the instructor and at least one workstation for every two students.
- Designate training representatives who will work with the Motorola Solutions trainers in the development and delivery of training.

### **Motorola Solutions Deliverables**

- Classroom Training Materials, Attendance Rosters.

### **Completion Criteria**

Work is considered complete upon conclusion of Motorola Solutions provided Train the Trainer training.

Motorola Solutions offers many training courses pertaining to the Customer's solution. Motorola Solutions will provide specific training courses in the welcome email provided after implementation.

## **TRANSITION TO SUPPORT AND CUSTOMER SUCCESS**

Following the completion of the activation of CommandCentral components, implementation activities are complete. The transition to the Motorola Solutions' support organization completes the implementation activities.

Customer Success is the main point of contact as you integrate this solution into your agency's business processes. Our team will work with you to ensure CommandCentral Evidence has met your expectations and that the solution satisfies your goals and objectives. Contact Customer Success at [CommandCentralCS@motorolasolutions.com](mailto:CommandCentralCS@motorolasolutions.com).

Our Customer Support team will be the point of contact for technical support concerns you might have and can be reached either by phone at 1-800-MSI-HELP (option x4, x4, x3) or by emailing [support-commandcentral@motorolasolutions.com](mailto:support-commandcentral@motorolasolutions.com).

### **Motorola Solutions Responsibilities**

- Provide the Customer with Motorola Solutions support engagement process and contact information.
- Gather contact information for the Customer users authorized to engage Motorola Solutions support.



**Customer Responsibilities**

- Provide Motorola Solutions with specific contact information for those users authorized to engage Motorola Solutions' support.
- Engage the Motorola Solutions support organization as needed.

**Completion Criteria**

Conclusion of the handover to support and the implementation is complete.



## VIDEO EVIDENCE STATEMENT OF WORK

### Overview

In accordance with the terms and conditions of the Agreement, this Statement of Work (“SOW”) defines the principal activities and responsibilities of all parties for the delivery of the Motorola Solutions, Inc. (“Motorola”) system as presented in this offer to the Customer (hereinafter referred to as “Customer”). For the purposes of this SOW, Motorola may include our affiliates, subcontractors, and third-party partners, as the case may be.

Deviations and changes to this SOW are subject to mutual agreement between Motorola and the Customer and will be addressed in accordance with the change provisions of the Agreement.

Unless specifically stated, Motorola work will be performed remotely. Customer will provide Motorola resources with direct network access sufficient to enable Motorola to fulfill its delivery obligations.

The number and type of software or subscription licenses, products, or services provided by or on behalf of Motorola are specifically listed in the Agreement and any reference within this SOW, as well as subcontractors’ SOWs (if applicable), does not imply or convey a software or subscription license or service that is not explicitly listed in the Agreement.

### AWARD, ADMINISTRATION, AND PROJECT INITIATION

Project Initiation and Planning will begin following execution of the Agreement.

Following the conclusion of the Welcome/IT Call, Motorola project personnel will communicate additional project information via email, phone call, or additional ad- hoc meetings.

Motorola utilizes Google Meet as its teleconference tool. If Customer desires a different teleconference tool, Customer may provide a mutually agreeable alternate tool at Customer expense.

### PROJECT MANAGEMENT TERMS

The following project management terms are used in this SOW. Since these terms may be used differently in other settings, these definitions are provided for clarity.

**Deployment Date(s)** refers to any date or range of dates when implementation, configuration, and training will occur. The deployment date(s) is subject to change based on equipment or resource availability and Customer readiness.

### COMPLETION CRITERIA

Motorola Integration Services are complete upon Motorola performing the last task listed in a series of responsibilities or as specifically stated in the deployment checklist. Certain Customer tasks, such as hardware installation activities identified in Section 1.9 of this SOW, must be completed prior to Motorola commencing with its delivery obligations. Customer will provide Motorola written notification that it does not accept the completion of Motorola responsibilities or rejects a Motorola service deliverable within five business days of task completion or receipt of a deliverable, whichever may be applicable.



Service completion will be acknowledged in accordance with the terms of the Agreement and the Service Completion Date will be memorialized by Motorola and Customer in a writing signed by both parties.

## PROJECT ROLES AND RESPONSIBILITIES OVERVIEW

### MOTOROLA PROJECT ROLES AND RESPONSIBILITIES

A Motorola team, made up of specialized personnel, will be assigned to the project under the direction of the Motorola Project Manager. Team members will be multi-disciplinary and may fill more than one role. Team members will be engaged in different phases of the project as necessary.

In order to maximize efficiencies, Motorola's project team will provide services remotely via teleconference, web-conference, or other remote method in fulfilling its commitments as outlined in this SOW.

The personnel role descriptions noted below provide an overview of typical project team members. One or more resources of the same type may be engaged as needed throughout the project. There may be other personnel engaged in the project at the discretion of and under the direction of the Project Manager.

Motorola's project management approach has been developed and refined based on lessons learned in the execution of hundreds of system implementations. Using experienced and dedicated people, industry-leading processes, and integrated software tools for effective project execution and control, we have developed and refined practices that support the design, production, and testing required to deliver a high-quality, feature-rich system.

#### Project Manager

A Motorola Project Manager will be assigned as the principal business representative and point of contact for Motorola. The Project Manager's responsibilities include the following:

- Host the Welcome/IT Call.
- Manage the Motorola responsibilities related to the delivery of the project.
- Coordinate schedules of the assigned Motorola personnel and applicable subcontractors/supplier resources.
- Manage the Change Order process per the Agreement.
- Maintain project communications with the Customer.
- Identify and manage project risks.
- Collaborative coordination of Customer resources to minimize and avoid project delays.
- Conduct remote status meetings on mutually agreed dates to discuss project status.
- Provide timely responses to issues related to project progress.

#### System Technologists

The Motorola System Technologists (ST) will work with the Customer project team on system provisioning. ST responsibilities include the following:

- Provide consultation services to the Customer regarding the provisioning and operation of the Motorola system.
- Provide provisioning and training to the Customer to set up and maintain the system.
- Complete the provisioning ownership handoff to the Customer.



- Complete the project-defined tasks as defined in this SOW.
- Confirmation that the delivered technical elements meet contracted requirements.
- Engagement throughout the duration of the delivery.

### **Technical Trainer / Instructor**

The Motorola Technical Trainer / Instructor provides training either on-site or remote (virtual) depending on the training topic and deployment type purchased. Responsibilities include:

- Review the role of the Learning eXperience Portal (“LXP”) in the delivery and provide Customer Username and Access Information.

## **CUSTOMER PROJECT ROLES AND RESPONSIBILITIES OVERVIEW**

The success of the project is dependent on early assignment of key Customer resources. In many cases, the Customer will provide project roles that correspond with Motorola’s project roles. It is critical that these resources are empowered to make decisions based on the Customer’s operational and administration needs. The Customer’s project team should be engaged from project initiation through beneficial use of the system. The continued involvement in the project and use of the system will convey the required knowledge to maintain the system post-completion of the project. In some cases, one person may fill multiple project roles. The project team must be committed to participate in activities for a successful implementation. In the event the Customer is unable to provide the roles identified in this section, Motorola may be able to supplement Customer resources at an additional price.

### **Project Manager**

The Project Manager will act as the primary Customer point of contact for the duration of the project. The Project Manager is responsible for management of any third-party vendors that are the Customer’s subcontractors. In the event the project involves multiple locations, Motorola will work exclusively with a single Customer-assigned Project Manager (the primary Project Manager). The Project Manager’s responsibilities include the following:

- Communicate and coordinate with other project participants.
- Manage the Customer project team, including timely facilitation of efforts, tasks, and activities.
- Maintain project communications with the Motorola Project Manager.
- Identify the efforts required of Customer staff to meet the task requirements in this SOW and identified in the Welcome/IT Call.
- Consolidate all project-related questions and queries from Customer staff to present to the Motorola Project Manager.
- Approve a deployment date offered by Motorola.
- Monitor the project to ensure resources are available as required.
- Attend status meetings.
- Provide timely responses to issues related to project progress.
- Liaise and coordinate with other agencies, Customer vendors, contractors, and common carriers.
- Review and administer change control procedures, hardware and software certification, and all related project tasks required to meet the deployment date.
- Ensure Customer vendors’ readiness ahead of the deployment date.
- Assign one or more personnel who will work with Motorola staff as needed for the duration of the project, including at least one Application Administrator for the system and one or more representative(s) from the IT department.



- Identify the resource with authority to formally acknowledge and approve change orders, completion of work, and payments in a timely manner.
- Provide building access to Motorola personnel to all Customer facilities where system equipment is to be installed during the project. Temporary identification cards are to be issued to Motorola personnel, if required for access to facilities.
- Ensure remote network connectivity and access to Motorola resources.
- Provide reasonable care to prevent equipment exposure to contaminants that cause damage to the equipment or interruption of service.
- Ensure a safe work environment for Motorola personnel.
- Identify and manage project risks.
- Point of contact to work with the Motorola System Technologists to facilitate the training plan.

### **IT Support Team**

The IT Support Team (or Customer designee) manages the technical efforts and ongoing tasks and activities of their system. Manage the Customer-owned provisioning maintenance and provide required information related to LAN, WAN, wireless networks, server, and client infrastructure. They must also be familiar with connectivity to internal, external, and third-party systems to which the Motorola system will interface.

The IT Support Team responsibilities include the following:

- Participate in overall delivery and training activities to understand the software, interfaces, and functionality of the system.
- Participate with the Customer subject matter experts during the provisioning process and training.
- Authorize global provisioning choices and decisions, and be the point(s) of contact for reporting and verifying problems and maintaining provisioning.
- Obtain inputs from other user agency stakeholders related to business processes and provisioning.
- Implement changes to Customer owned and maintained infrastructure in support of the Evidence Management System installation.

### **Subject Matter Experts**

The Subject Matter Experts (SME or Super Users) are the core group of users involved with delivery analysis, training, and the provisioning process, including making global provisioning choices and decisions. These members should be experienced users in the working area(s) they represent (dispatch, patrol, etc.), and should be empowered to make decisions related to provisioning elements, workflows, and department policies related to the Evidence Management System.

### **General Customer Responsibilities**

In addition to the Customer Responsibilities stated elsewhere in this SOW, the Customer is responsible for the following:

- All Customer-provided equipment, including hardware and third-party software, necessary for delivery of the System not specifically listed as a Motorola deliverable. This will include end user workstations, network equipment, camera equipment and the like.
- Configuration, maintenance, testing, and supporting the third-party systems the Customer operates which will be interfaced to as part of this project.
- Communication between Motorola and Customer's third-party vendors, as required, to enable Motorola to perform its duties.



- Active participation of Customer SMEs in project delivery meetings and working sessions during the course of the project. Customer SMEs will possess requisite knowledge of Customer operations and legacy system(s) and possess skills and abilities to operate and manage the system.
- Electronic versions of any documentation associated with the business processes identified.
- Providing a facility with the required computer and audio-visual equipment for training and work sessions.
- Ability to participate in remote project meeting sessions using Google Meet or a mutually agreeable, Customer-provided, alternate remote conferencing solution.

## PROJECT PLANNING

A clear understanding of the needs and expectations of both Motorola and the Customer are critical to fostering a collaborative environment of trust and mutual respect. Project Planning requires the gathering of project-specific information in order to set clear project expectations and guidelines, and set the foundation for a successful implementation.

### WELCOME/IT CALL - TELECONFERENCE/WEB MEETING

A Project Planning Session teleconference will be scheduled after the Agreement has been executed. The agenda will include the following:

- Review the Agreement documents.
- Review project delivery requirements as described in this SOW.
- Provide shipping information for all purchased equipment.
- Discuss deployment date activities.
- Provide assigned technician information.
- Review IT questionnaire and customer infrastructure.
- Discuss which tasks will be conducted by Motorola resources.
- Discuss Customer involvement in provisioning and data gathering to confirm understanding of the scope and required time commitments.
- Review the initial project tasks and incorporate Customer feedback.
- Confirm CJIS background investigations and fingerprint requirements for Motorola employees and/or contractors. Required fingerprints will be submitted on Motorola provided FBI FD-258 Fingerprint cards.
- Review the On-line Training system role in project delivery and provide Customer User Name and Access Information.
- Discuss Motorola remote access requirements (24-hour access to a secured two-way Internet connection to the Motorola system firewalls for the purposes of deployment, maintenance, and monitoring).
- Discuss Customer obligation to manage change among the stakeholder and user communities.
- Review deployment completion criteria and the process for transitioning to support.

### Motorola Responsibilities

- Host Welcome/IT Call.
- Request the attendance of any additional Customer resources that are instrumental in the project's success, as needed.
- Review Motorola's delivery approach and its reliance on Customer-provided remote access.
- Provide Customers with steps to follow to register for Online Training.
- Request user information required to establish the Customer in the LXP.



### Customer Responsibilities

Complete the Online Training registration form and provide it to Motorola within ten business days of the Project Planning Session.

- Review the received (as part of order) and completed IT questionnaire.
- Provide a customer point of contact for the project.
- Provide data for completing the policy validation form.
- Provide LXP user information as requested by Motorola.
- Verify Customer Administrator(s) have access to the LXP.

### Motorola Deliverables

- Welcome Call presentation and key meeting notes
- Send an email confirming deployment date and ST assigned email
- Communicate with the Customer via email confirming shipment and tracking information.
- Instruct the Customer on How to Register for Training email.
- Provide and review the Training Plan.

## SOLUTION PROVISIONING

Solution provisioning includes the configuration of user configurable parameters (unit names, personnel, and status codes). The system will be provisioned using Motorola standard provisioning parameters and will incorporate Customer-specific provisioning.

### IN-CAR VIDEO PROVISIONING SCENARIO

If in-car video is a part of the system, the Motorola Application Specialist will complete the following provisioning tasks.

#### Motorola Responsibilities

- Conduct a remote review of the standard provisioning database with the Customer prior to the start of provisioning.
- Provide and review the Provisioning Export Worksheets with the Customer.
- Conduct a conference call with the Customer to review the completeness of the Provisioning Export Worksheets prior to the start of provisioning.

### BODY WORN CAMERA PROVISIONING SCENARIO

If body worn cameras are a part of the system, the provisioning of the in-car system will generally follow the completion of the base in-car video provisioning.

#### Motorola Responsibilities

Configure transfer stations for connectivity to the evidence management server.

- Configure devices within the evidence management system.
- Check out devices and create a test recording.



- Verify successful upload from devices after docking back into the transfer station or USB dock.

## SOFTWARE INSTALLATION

### REMOTE SOFTWARE INSTALLATION

Client software will be installed one workstations and up to 5 mobile devices to facilitate provisioning training to Customer personnel. Customer will complete software installation on the remaining workstations and cameras.

#### Motorola Responsibilities

- Verify system readiness.
- Request client software.
- Deliver the pre-installation preparation checklist.
- Provide instruction on client software installation and install client software on one workstation and up to five mobile devices.
- Provide instruction on client software deployment utility.

#### Customer Responsibilities

- Provide and install workstation/mobile device hardware in accordance with specifications.
- Assign personnel to observe software installation training.
- Complete installation of client software on remaining workstations and mobile devices.
- Access online training resources identified in the Welcome/IT Call.

#### Motorola Deliverables

- Provide a pre-installation preparation checklist.
- Installation Guide.
- Provide training overviews on hardware/software and system administration for customers during deployment dates.

## INFRASTRUCTURE VALIDATION

Hardware will be installed on the network to facilitate provisioning, testing, and will be used to provide instruction to Customer personnel after the complete software installation.

#### Motorola Responsibilities

- Verify that the server is properly racked and connected to the network.
- Verify that access points are properly installed and connected to the network.
- Verify that transfer stations are connected to the network and configured.

#### Customer Responsibilities



- Verify that the server network has access to the internet for software installation and updates.
- Verify that the network routing is correct for the transfer stations and access points to communicate with the server.
- Verify that the client computers can access the server on the required ports.

## HARDWARE INSTALLATION

Physical installation of hardware (i.e. servers, cameras, Access Points, WiFi docs, etc.) is not included in the standard scope of the solution. If a custom quote for installations is included in this purchase, Motorola will manage the subcontractor and their deliverables as part of this SOW. Customers who perform or procure their own installations assume all installation responsibilities including cost, oversight and risk.

## SYSTEM TRAINING

Motorola training consists of both computer-based (online) and instructor-led (on-site or remote). Training delivery methods vary depending on course content. Self-paced online training courses, additional live training, documentation, and resources can be accessed and registered for on the Motorola's LXP.

### ONLINE TRAINING

Online training is made available to the Customer via Motorola's LXP. This subscription service provides the Customer with continual access to our library of online learning content and allows users the benefit of learning at times convenient to them. Content is added and updated on a regular basis to keep information current. This training modality allows the Customer to engage in training when convenient.

A list of available online training courses can be found in the Training Plan.

### Motorola Responsibilities

- Designate a LXP Administrator to work with the Customer.
- Establish an accessible instance of the LXP for the Customer.
- Organize content to align with the Customer's selected technologies.
- Create initial Customer user accounts and a single Primary Administrator account.
- During on-boarding, assist the Customer with LXP usage by providing training and job aids as needed.
- Create and maintain user role Learning Paths defined by the Customer.
- Install security patches when available.
- Provide technical support for user account and access issues, base system functionality, and Motorola Solutions-managed content.
- Monitor the Learning Subscription server. Provide support for server incidents.

### Customer Responsibilities

- Provide user information for the initial creation of accounts.
- Provide network and internet connectivity for the Customer's users to access the LXP.
- The customer's primary LXP administrator should complete the following self-paced training: LXP Introduction online course (LXP0001), LXP Primary Site Administrator Overview online course (LXP0002), and LXP Group Administrator Overview (LXP0003)
- Advise agency learners of the availability of training via the LXP.
- Ensure users complete LXP training in accordance with the Project Schedule.
- Order and maintain subscriptions to access Motorola's LXP.



- Contact Motorola Solutions to engage Technical Support when needed.

**Motorola Deliverables**

- LXP Enable

**INSTRUCTOR-LED TRAINING (ONSITE AND REMOTE)**

A list of Instructor-Led and Virtual Instructor-Led courses can be found in the Training Plan.

**Motorola Responsibilities**

- Deliver User Guides and training materials in electronic .PDF format.
- Perform training in accordance with the Training Plan.
- Provide Customer with training Attendance Rosters and summarize any pertinent observations that may impact end user training.

**Customer Responsibilities**

- Supply classrooms with a workstation for the instructor (if Onsite) and at least one workstation for every student based on the requirements listed in the Training Plan.
- Designate training representatives who will work with the Motorola trainers in the delivery of training.
- Conduct end user training in accordance with the Project Schedule.

**Motorola Deliverables**

- Electronic versions of User Guides and training materials.
- Attendance Rosters.
- Technical Training Catalog.

**FUNCTIONAL VALIDATION AND PROJECT CLOSURE**

The objective of Functional Validation is to demonstrate the features and functions of the system in the Customer's provisioned environment. The functional demonstration may not exercise all functions of the system, if identified as not being applicable to the Customer's operations or for which the system has not been provisioned. The functional demonstration is a critical activity that must occur following the completion of provisioning.

**Motorola Responsibilities**

- Conduct a power on functional demonstration of the installed system per the deployment checklist
- Manage to resolution any documented punch list items noted on the deployment checklist.
- Provide trip report outlining all activities completed during the installation as well as outstanding follow up items
- Provide an overview of the support process and how to request support.
- Walk through support resources, web ticket entry and escalation procedures.
- Provide a customer survey upon closure of the project.

**Customer Responsibilities**

- Witness the functional demonstration and acknowledge its completion via signature on the deployment checklist.
- Participate in prioritizing the punch list.
- Coordinate and manage Customer action as noted in the punch list.
- Provide signatory approval on the deployment checklist providing Motorola with final acceptance.
- Complete Customer Survey.





City of  
**VALLEY FALLS**

*Incorporated May 17, 1854*

**City Administrator Report  
City Council December 7, 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** -Application submitted on 9/12/2022. Anticipated award announcements in January.
5. **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.
6. **HEAL Grant** Application submitted for 419 Broadway St. Award announcement anticipated in December.
7. **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.
8. **Entry/ Welcome Signs** - Coordinating with KDOT and USACE to help Community Foundation with project.
9. **KDHE Lead & Copper Lead & Copper Inventory** due to KDHE by October 16, 2024.
10. **Tucking Lot** - Set for discussion at work session.
11. **Fire Hydrant Testing** - KRWA will be flow testing all our fire hydrants after water tower work is complete. This service is free.
12. **Automatic Water Meters** - 255 meters installed to date. Total of 493 water meters.

## Working / In Progress

1. **Year End** Beginning the year end processes to close out financials and start 2023 year.
2. **Local Government Day** Hosted the 3<sup>rd</sup> graders at City Hall on November 22<sup>nd</sup> for local government day. We taught them about the structure of the city, in addition to showing them how a city council meeting works.
3. **Alley Vacations** Registered the ordinance with Jeff Co Deeds for the alley vacations.
4. **Employee Evaluations** Evaluations presented at November 16<sup>th</sup> council meeting. COLA & Merit approval at December 7<sup>th</sup> meeting.
5. **Vision Insurance** Approved to move forward with Aflac. Will meet on December 13<sup>th</sup> to begin enrollment.
6. **Barnes Addition Plot** PEC anticipates the completion of plotting and surveying by the end of December.
7. **Pool Survey** Kramer LLC is currently working on the survey for the pool. Found some issues with the boundaries. They are researching with Jeff Co Deeds.
8. **Snow Route** Working on installation of signs.
9. **Economic Development Board** - Will contact all members.
10. **Planning Commission** - Working on developing a Comprehensive Plan. KU can help draft. Required to have by Statute. City does not currently have a plan. Will meet again in January.
11. **Teen Court** Working on a diversion program and youth court program for teen offenders.
12. **Water Master Plan** Working with PEC to start a water line replacement project once Sewer is completed. Starting the process now will make sure we have everything in order to begin once sewer is done. Met with PEC to update the plan to include a strategic plan for replacement of lines. PEC advised it would be best to hold off on installing valves for lines that will be replaced with the Master Plan Project.
13. **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.
14. **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 December 7<sup>th</sup>.

---

**CITY OFFICE**

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

---

15. 207 Sycamore St Condemnation No progress. Next update December 7<sup>th</sup>.

16. 419 Broadway St Condemnation Submitted for HEAL Grant. Next progress update December 7<sup>th</sup>.

## Financials

<b>Fund #</b>	<b>Fund Name</b>	<b>Previous Balance</b>	<b>Current Balance</b>
100	General Fund	\$142,603.22	\$26,858.09
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	\$86,374.34
400	Equipment Reserve	\$3,781.71	\$3,781.71
500	Bond & Interest	\$113,368.78	\$127,276.43
600	RHID	\$31,611.78	\$31,611.78
720	Water	\$133,306.82	\$60,915.91
721	Water Reserve	\$0.00	\$0.00
730	Sewer	\$273,582.90	\$257,277.17
731	Sewer Reserve	\$0.00	\$0.00
740	Solid Waste	\$61,633.96	\$60,223.51
790	Insurance Reserve	\$748.00	\$748.00
<b>Total</b>		<b>\$1,021,110.22</b>	<b>\$820,215.65</b>
<b>CD #</b>	<b>Fund/ Fund Name</b>	<b>Previous Balance</b>	<b>Current Balance</b>
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
<b>Total</b>		<b>\$255,190.13</b>	<b>\$255,190.13</b>
<b>Total In Bank</b>		<b>\$1,276,300.35</b>	<b>\$1,075,405.78</b>

**CITY OFFICE**

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



*City of*  
**VALLEY FALLS**

---

*Incorporated May 17, 1869*

**Public Works Report**  
**December 7, 2022**

**Water:**

Repaired several more water leaks. I am keeping a log of each leak material used and man hours spent repairing them.  
I am watching the river daily for levels to ensure that we do not have to go on water rationing emergency plan  
Had a meeting with Audree and PEC to evaluate our water system and start developing a plan for the future  
Hooked up one new service for water and sewer (DM electric on Maple St)

**Sewers:**

Douglas pump Co is scheduled to replace the gate valve at the lagoon on Wed Dec 7 2022

**Streets:**

We have the trucks ready for snow removal  
We have been maintaining the pot holes created during water leak repairs and will be doing a more permanent fix in the spring when the weather is warmer to ensure proper repair  
Did a temporary fix on two intersection transitions to make them smoother

**Parks:**

We will be planting the trees in the park this week  
We are now able to do the tree removals that need to be done on ACOE ground and will be doing them throughout the winter as weather and time permits



*City of*  
**VALLEY FALLS**

---

*Incorporated May 17, 1869*

**Police Department Report**  
**December 7, 2022**

Loose Dog (contacted owner)

Funeral Escort

Abandon vehicle

Check the welfare

Suicidal subject

Officer Rivera attended VFHS late night games (11/22)

Officer Rivera will be attending the Home town Christmas parade and Touch a Truck with one of the departments vehicles (11/26)

Officer Rivera and myself will be attending training in Wathena to be certified on the department vehicles radars (11/29)

Firearm training (11/29)

Naloxone training, policy, and MOU submitted (11/23)

Dr. James Rider signed the MOU for the department (11/23)

David Davis will be starting his part time police officer position on Sunday (11/27) and be in FTO training until he has demonstrated that he understands the policies and procedures to complete the training.

## 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;