



City of VALLEY FALLS

Incorporated May 17, 1869

City Council Agenda

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

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

October 18, 2023 6:30 PM
Regular Meeting

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL - City Council and Staff

MINUTES - Regular Meeting of September 20, 2023

MINUTES - Special Meeting of September 26, 2023

PUBLIC COMMENTS & GUESTS:

Public Comment Policy

BUSINESS ITEMS:

1. Domestic Violence Awareness Month Proclamation with Willow DV Center
2. Domestic Violence Policy
3. VFW Written MOU for Insurance
4. Lutheran Church Street Repair Request
5. RV Park Extended Stay January 1st - Jacob Thompson
6. Everygy Tower
7. KDHE Loan Amendment No 1
8. KDHE Loan Ordinance 2023-01
9. Ordinance 1-800 - Code of Ethics / Removal Procedure for City Boards, Commissions, or Committees
10. Water Watch - Emergency Water Plan
11. Evaluations / Merit & COLA Increase

INVOICES OCT 4TH & 18TH - \$123,109.70

REPORTS:

CITY ADMINISTRATOR: Audree Guzman

PUBLIC WORKS: Bill McCoy

POLICE: Carrie Clark

MAYOR: Jeanette Shipley

FIRE DISTRICT: Salih Doughramaji

COMMUNITY DEVELOPMENT COMMITTEE: Audree Guzman

PLANNING & ZONING COMMISSION: Audree Guzman

CITY COUNCIL COMMENTS/ FEEDBACK/ IDEAS

ANNOUNCEMENTS/ COMMUNICATIONS:

October 21st - Party in the Park

October 21st - Mayor Office Hours 9 - 11 AM

October 20th - 22nd - City Clean - Up

October 31st - Halloween Parade / Trunk or Treat

EXECUTIVE SESSION

ADJOURNMENT

CITY OF VALLEY FALLS

September 20, 2023

Open Meeting

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

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

Others present: Scott Heinen, Jason Heinen, Alucard Heinen, Jerry Tullis, and Earl Stevens.

Minutes:

The minutes from the September 6, 2023, meeting was presented.

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

Public Comments & Guests: Earl Stevens was present to show the council what the water looked like that came out of the river and offered to be on any committee necessary to look at alternate water supplies. Earl also mentioned the need to reinstate the District 11 ambulance in Valley Falls. Scott Heinen at the request of his father, Paul Heinen asked if it would be possible to not tear down the tower by the power plant on the east side of town as a remembrance of towers being built in the 1940s. Audree will look into it.

BUSINESS ITEMS:

1. VFW Insurance – Jerry Tullis with the VFW was present to discuss what he knew about why the City pays the insurance for the VFW. It was determined that the building previously housed City Hall and that a deed was done in the 1980s that transfers ownership back to the City if the VFW post ceases to exist. Audree and Leonard will draft an agreement stating such findings and continue to pay the insurance.
2. Ordinance #16-221 Zoning Change for Front Yard Setbacks – The zoning commission requests the ordinance be pasted changing the front yard language. Jennifer made a motion to approve the ordinance. Judy seconded the motion. Motion passed 3-0.
3. Residential Use in Central Business District (CP-4) – Audree presented the need to have the zoning commission look at changing zoning for living on the ground floor of a business district. Jennifer made a motion to have the commission draft the ordinance. Salih seconded the motion. Motion passed 3-0.
4. Haven's Pay Request #3 - \$110,734.97 – Third request for payment. Salih made a motion to approve the payment. Jennifer seconded the motion. Motion passed 3-0.

5. LSSE Grant Agreement – The police department was approved for the grant for new radios and police department software. \$26,550.00 and \$6,000 from the Jefferson County Substance Abuse Council.

Salih made a motion to approve the grant. Judy seconded the motion. Motion passed 3-0.

6. SS4A Consultant – PEC – Safety Action Grant

Jennifer made a motion to approve PEC. Judy seconded the motion. Motion passed 3-0.

7. KDOT Innovative Technology Grant – Radar Signs – Audree request permission to apply for the grant. City would pay 25% of grant. No motion needed.

Vouchers:

September 20th vouchers - \$135,909.75. Salih moved to approve vouchers. Jennifer seconded the motion. Motion carried 3-0.

City Administrator:

Daily Operations

1. Codification Anticipating draft by end of September.

2. Budget - Budget sent to county.

3. Capital Improvement Plan Working on drafting capital improvement plan. Will review at next work session in October.

4. USACE The Corp has notified us that in the near future they will be installing traffic counting devices on the Corp leased in the City. Locations of the devices will later be announced.

5. Record Retention Reviewing documents, maps, and plans. Organizing required documents and destroying records no longer needed per Record Retention laws. Creating document for record retention schedule specific to City of Valley Falls. Will be in compliance with Kansas Historical Society, CDBG, IRS, etc. Reviewed by legal counsel, KHS, and approved by City Council. There are records from 30+ years no longer required to be obtained (i.e. timesheets, applications, etc.).

6. Welcome Sign Finalizing design for new welcome sign on Sycamore for Chamber of Commerce.

7. 204 Walnut St Condemnation Next update October 4th.

8. 419 Broadway St Condemnation Business closing. Building will be sold.

9. Community Development Board –Needing one more member to start meetings.

10. Planning Commission – Met on September 14th to hold public hearing for front yard set back change. Next meeting is October 12th at 6:30 PM.

Grants & Projects

1. CDBG Sewer Project Phase 1- Construction began May 1st. \$400K under budget. Can complete all of Add Alternate and Part of Phase 2. Update timeline and budget at progress meeting on September 19th.

2. KDHE Waste Tire Grant – Awarded grant of \$2,600 for benches and tables. Final report sent and grant is closed out. Awaiting final payment.

3. SS4A Grant – Awarded grant of \$40,000 Federal Funding and \$5,000 KDOT. Sent out RFQ for consultants due Sept 15th. Received on proposal for consultant and one response to deny submitting a proposal.

4. LSSE Grant Awarded \$26,550 from State, \$6,000 from Jefferson County Substance Abuse Council, and \$10,190 city match. This grant will purchase new radios and

5. T-Mobile Grant Resubmitted grant. Awards anticipated mid-November.

6. K-4 / K-16 Street Lights –A speed study and safety study (lighting) were conducted for K-16 and K-4 Highways. The recommendations from the speed study are: installation of a speed radar sign on K-4, increased enforcement, and reduce the speed on west K-16 from 45 to 35. The recommendations from the safety study are: Install reflective decals on the post of the stop signs, paint stop lines on K-16, mark the island with reflective paint at K-4/K-16 junction, possible route pavement markings on K-4 to mark K-16 turnoff, move the entrance to Sewer Lagoons further South on K-4 and install end of roadway sign at K-16/ K-4 intersection (dependent on lagoon entrance being moved). All recommendations will be completed by KDOT by the end of the year with the exception of the driveway. The KDOT maintenance crew will evaluate whether they can move the entrance to the lagoons. No lighting was warranted at the K-16/ K-4 intersection due to low traffic counts and crash logs. KDOT did say they would allow for lighting to be installed at the City's cost. Final reports for the speed study and safety study will be sent once the lagoon entrance has been evaluated.

7. Opioid Settlement –Total received to date is \$2,952.96. \$842.44 expended.

8. American Rescue Plan Act (ARPA) – Projects completed to date include: gWorks Software, RV Park Electrical Upgrade. Funds used to date: \$23,851.40. Projects pending to date include: KDOT TA Downtown Streetscape Project. Remaining Funds: \$152,106.96.

9. Automatic Water Meters – 16 meters left to install. Waiting on more meters. Anticipated delivery is September.

10. KDHE Lead & Copper Lead & Copper Inventory due to KDHE by October 16, 2024. Submitted grant application to KDHE for technical assistance.

Public Works:

Water:

Repaired a water leak on Oak Street that happened over the weekend. We have had 14 water leaks on the main from 7th street to 19th street running down Oak St. 4 in the last 12 months.

Repaired a water leak on 15th street east of Oak St.

Got the results back on the lead and copper sampling and all were within regulatory limits.

Sewer:

Started doing the mowing out at the lagoon but with the current soil conditions and the degree of slope on the levee's we are going to need moisture before it can be finished safely.

Continuing to assist Havens with the sewer project as needed.

Parks:

Cleaned out the grass area behind the library used most of the rubble to line ditches and create boundaries.

Other:

Did more dirt work at the river to try to make it easier for maintenance.

Burned the pile of debris that was in the middle of the river.
Drained the pool and will be winterizing it soon.

Police:

Officer Rivera and I are attending the Critical Decision Making for Complex Coordinated Terrorists Attacks (CCTA) in KCK this Wednesday and Thursday.

We are making arrangements with the Jefferson County Humane Society to "borrow" some of the dogs needing adoption and walking them around Grasshopper Falls Day in order to help the very full animal shelter. Officers are making bandits for the dogs to wear in order to place more attention towards them.

Officer Rivera and I are attending training in Topeka in December for 2023 Northeast Kansas Child Exploitation Investigations Conference. This conference will focus on child exploitation and human trafficking operations. Officer Rivera is researching the equipment cost to help investigate these crimes in our area.

Jeramie Scherer of the NA/AA organization met with me. We discussed several ideas to help bring awareness to the addiction problem, but also ideas to assist those struggling with addiction. We are setting a date for him, another member of the NA/AA, and myself to make contact with known addicts in our community. We are taking the recovery bags with educational recovery books to them in order to have them aware there are resources available and that we are supporting them into recovery.

Mayor: No Report.

Fire District: No Report.

Economic Development Board: No Report

Planning & Zoning Commission: No Report

City Council Comments: None.

ADJOURNMENT

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

APPROVED: _____
JEANETTE SHIPLEY, MAYOR

ATTEST: _____
CHRISTINE WEISHAAR, CITY CLERK

CITY OF VALLEY FALLS

September 26, 2023

Special Meeting

Via ZOOM

The meeting was called to order at 6:34 pm by Mayor Jeanette Shipley. Council members present were: Salih Doughramaji, Jennifer Ingraham and Judy Rider. Matt Frakes and Gary McKnight was absent.

Staff present: Audree Guzman, City Administrator

Others present: Austin Masters, USDA

PUBLIC COMMENTS & GUESTS:

No public comment.

BUSINESS ITEMS:

1. USDA Letter of Conditions and Related Documents for Sewer Loan
Austin Masters of USDA presented the Conditions of the 40-year USDA Loan for the Sewer Project. The total amount of the loan is \$2,925,000. The loan may be closed at a lower amount at the end of the project.
Jennifer made the motion to accept the USDA Letter of Conditions and supporting documents. Judy seconded the motion. Motion carried 3-0

ADJOURNMENT

Jennifer made a motion to adjourn the meeting. Judy seconded the motion. Motion carried 3-0 adjourning the meeting at 6:51 PM.

APPROVED: _____
JEANETTE SHIPLEY, MAYOR

ATTEST: _____
CHRISTINE WEISHAAR, CITY CLERK



City of
VALLEY FALLS

Incorporated May 17, 1869

PUBLIC COMMENT POLICY

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

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

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

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

**Domestic Violence Awareness Month 2023 Proclamation
Valley Falls City Council**

WHEREAS, in the United States, more than 10 million adults experience domestic violence annually, with an average of 19,000 calls per day received by domestic violence hotlines nationwide.

WHEREAS, in the state of Kansas, one domestic violence incident occurs every 23 minutes, and one domestic violence murder occurs every 11 days, with one domestic violence arrest by law enforcement being made every 47 minutes.

WHEREAS, the impact of domestic violence is felt not only by individuals and families but also by communities and a nation as a whole;

WHEREAS, the City of Valley Falls joins with others across the state of Kansas and nationwide in supporting domestic violence victims and survivors, the advocates and organizations who serve them, and holding offenders accountable in our community;

NOW, THEREFORE, I the Mayor of the City of Valley Falls, Kansas, do hereby proclaim October 2023 as

“Domestic Violence Awareness Month”

and in recognition of the critical work being done by domestic violence advocates and allies in service of the survivors and the victims they serve, I encourage all citizens to actively engage in the scheduled activities and events sponsored by Willow Domestic Violence Center and other organizations working toward an eradication of domestic violence.

DONE: At Valley Falls City Hall
Under the seal of Valley Falls
This 18th Day of October 2023

Jeanette Shipley, Mayor

VALLEY FALLS POLICE DEPARTMENT STANDARD OPERATING PROCEDURES

DOMESTIC MATTERS

We believe every victim has the right;

.....to be treated with respect

.....to receive prompt and meaningful services

.....to be informed of, and actively engaged during, criminal proceedings

.....to work with trauma informed justice system services

I. PURPOSE

The purpose of this General Order is to establish guidelines for members in response to domestic violence calls in compliance with KSA 22-2307, which states, "all law enforcement agencies in this state shall adopt written policies regarding domestic violence calls.... These policies shall be made available to all officers of such agency."

II. POLICY

It is the policy of this department to provide a proactive, pro-arrest approach in responding to domestic violence. The primary focus shall be on safety of the victim, officers, and others in proximity of the crime, followed closely by perpetrator accountability. The officer should follow all policies and procedures of this department to complete a thorough investigation and analysis of the complaint with the goal of arresting the person(s) committing an act of domestic violence and who were not acting in defense of persons.

Officers are expected to do the following:

- a. Establish arrest and prosecution as a preferred means of response to domestic violence.
- b. Take appropriate action of any violation of permanent, temporary, or emergency orders of protection.
- c. Afford protection and support to adult and child victims of domestic violence.
- d. Promote the safety of law enforcement personnel responding to incidents of domestic violence.
- e. Provide victims or witnesses of domestic violence with support and assistance through cooperative efforts to prevent further abuse and harassment, or both.

- f. Complete through investigations and effect arrest of the person that the officer has probable cause to believe committed a crime or offense involving domestic violence unless the person's action were in defense of persons.

III. DEFINITIONS

- a. **Domestic Violence:** An act or threatened act of violence against a person with who the offender is involved or has been involved in a dating relationship, or an act or threatened act of violence against a family or household member by a family or household member. Domestic violence also includes any other crime committed against a person or against property, when directed against a person with whom the offender is involved or has been involved in a dating relationship or when directed against a family or household member by a family or household member.
- b. **Dating Relationship:** A social relationship of a romantic nature. In addition to any other factors the court deems relevant, the trier of fact may consider the following when deciding of whether a relationship exists or existed Nature of the relationship, length of time the relationship existed, frequency of interaction between the parties and time since termination of the relationship, if applicable.
- c. **Family or Household Member:** Persons 18 years of age or older who are spouses, former spouses, parents or stepparents and children or stepchildren, and persons who are presently residing together or who have resided together in the past, and persons who have a child in common regardless of whether they have been married or who lived together at any time. Family or household member also includes a man or woman if the woman is pregnant and the man is alleged to be the father, regardless of whether they have been married or have lived together at any time.
- d. **Domestic Violence Offense:** Any crime committed whereby the underlying factual basis includes an act of domestic violence.
- e. **Defense of Persons or Property:** An act by a person as authorized by KSA 21-5222, 21-5223, 21-5224, 21-5225, 21-5230, and 21-5231.

IV. REGULATIONS

- A. Officers responding to incidents of domestic violence shall not do the following:
 - i. Make any statement that would discourage a victim from reporting an act of domestic violence (A).
 - ii. Threaten, suggest, otherwise indicate the possible arrest of all parties to discourage future requests for interventions by officers (B).

B. When an officer determines there is probable cause a particular person has committed a domestic violence offense, the officer shall without undue delay arrest the person unless such person's actions were in defense of persons or property (C).

V. PROCEDURES

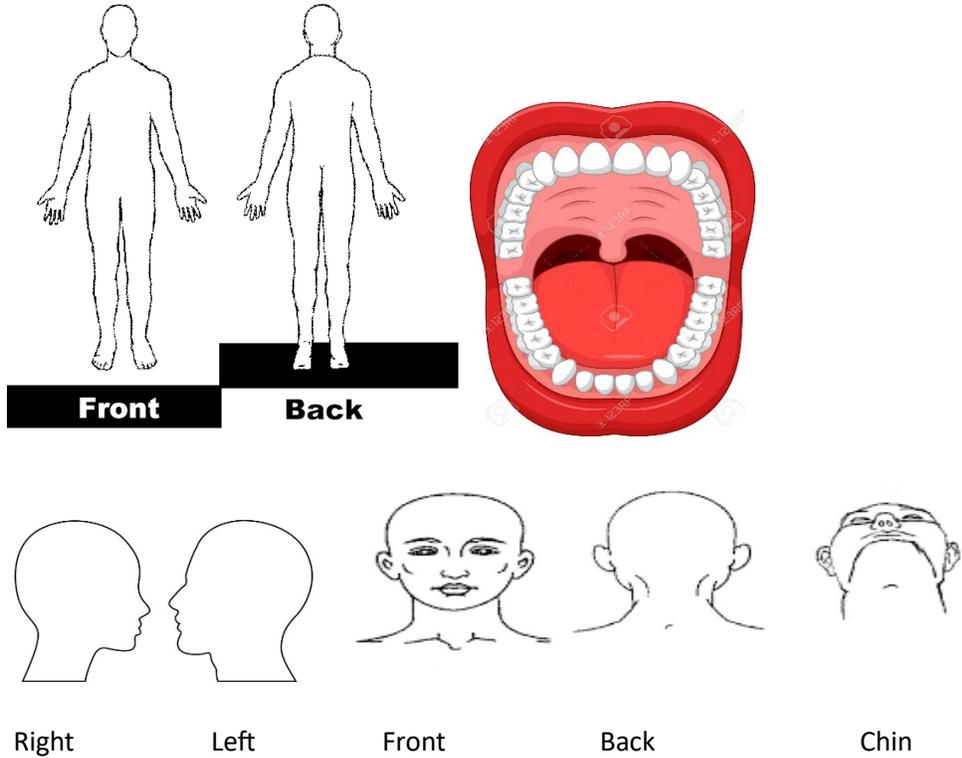
a. INITIAL OFFICER RESPONSE PROCEDURES

- i. When dispatched to a domestic violence call, responding officers should do the following:
 - a. Obtain all available information from the Jefferson County Dispatcher and notify the officer upon arrival at the scene.
 - b. Approach the scene with a high degree of caution.
 - c. While adhering to departmental policy regarding emergency responses, avoid the use of emergency lights and sirens when it is not essential so as not to alert the suspect to the officer's approach.
 - d. Be alert for people leaving the scene and for the deployment of weapons from doors, windows, or nearby vehicles.
- ii. Upon arrival at the scene, responding officers should do the following:
 - a. Avoid parking their vehicle in front of the residence or in sight of the incident whenever possible.
 - b. Identify yourself as a police officer and explain your presence. Request entry in the event the incident is at a private residence, as necessary, and when exigent circumstances do not exist. A forced entry is permissible if there is a reasonable, good-faith belief that there is someone in need of immediate aid or assistance. In making this decision, officers may consider everything they personally observe, all physical evidence and all things learned from witnesses or other people supplying information. Officers should consider the credibility of the person supplying the information and whether there is a reasonable basis for believing the information.
 - c. Contact all residents of the house, all potential witnesses, victims, and suspects.
- iv. Upon gaining entry, responding officers should do the following:
 - a. Secure the scene. Identify and secure potential weapons in the surroundings.
 - b. Separate the parties, if possible, and as safety permits.
 - c. Restrain or remove parties who pose a safety risk, if necessary.
 - d. Assess all injuries (visible and non-visible), make an inquiry about strangulation or internal injuries, administer first aid, and request medical services as necessary.

- e. Identify all the people or witnesses on the premises including any children.
- f. If any children are present during a domestic, the investigating officer will submit an online report to Department of Children and Family.
- f. Separate occupants and witnesses from the victim and the suspect, keeping them out of sight and hearing range from each other.

Suspect:	Victim:	Case#	Agency:
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INJURIES-THIS PAGE TO BE COMPLETED BY THE VICTIM



1. I have physically pointed out to the officer where I was injured _____ Yes _____ No
2. I have also indicated on the diagram where I was injured _____ Yes _____ No
3. I was able to physically point out to the officer who injured me _____ Yes _____ No
 - a. If no, I have shown a photo of the suspect to the officer _____ Yes _____ No
4. I have physically pointed out to the officer the object used to injure me _____ Yes _____ No
5. Do you understand all the questions? _____ Yes _____ No

Victim Signature: _____ Date: _____ Time: _____ am/pm

Officer: _____ Date: _____ Time: _____

Officer indicated victim's response because victim unable to mark this portion.

Suspect:	Victim:	Case#	Agency:
VICTIM INFORMATION			
<p style="text-align: center;">Relationship to Suspect</p> <ul style="list-style-type: none"> <input type="checkbox"/> Spouse <input type="checkbox"/> Former Cohabitants <input type="checkbox"/> Cohabitants <input type="checkbox"/> Dating/Engaged <input type="checkbox"/> Former Dating <input type="checkbox"/> Same sex partner <input type="checkbox"/> Emancipated minor <input type="checkbox"/> Child in common 		<p style="text-align: center;">DESCRIPTION OF INCIDENT</p> <ul style="list-style-type: none"> <input type="checkbox"/> Kicking <input type="checkbox"/> Throwing objects <input type="checkbox"/> Grabbing <input type="checkbox"/> Violation of Protective Order <input type="checkbox"/> Stalking <input type="checkbox"/> Fear for life <input type="checkbox"/> Slapping <input type="checkbox"/> Open-handed <input type="checkbox"/> Pushing <input type="checkbox"/> Hitting closed fist <input type="checkbox"/> Spitting <input type="checkbox"/> Nonconsensual intercourse <input type="checkbox"/> Weapons _____ 	

DOMESTIC VIOLENCE CASE INVESTIGATIONS FORM

Officer Name:	Officer #	Agency:	Case No:
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Caller:

Caller's Name:

Domestic Violence Supplement Form

EVIDENCE

- PHYSICAL EVIDENCE COLLECTED: (SEX, TORN CLOTHING, BROKEN OBJECTS)
- LOCATION: ___ CRIME SCENE ___ HOSPITAL ___ OTHER
- PHOTOS TAKEN: VICTIM ___ SUSPECT ___ CRIME SCENE ___ PHYSICAL EVIDENCE ___
- WITNESS ___ OTHER ___
- PROPERTY DAMAGE PRESENT? ___ YES ___ NO
- IF YES, WHAT IS THE APPROXIMATE REPLACEMENT VALUE OF THE PROPERTY? \$ _____
- WITNESSES PRESENT DURING INCIDENT? ___ YES ___ NO
- WITNESS STATEMENTS TAKEN: ___ YES ___ NO
- ALL WITNESS IDENTIFYING INFO IN REPORT: ___ YES ___ NO
- SUSPECT IDENTIFIED BY: ___ VICTIM ___ WITNESS
- SUSPECT ON SCENE ___ PHOTO ID COMPLETED/COLLECTED _____

CONDITION OF VICTIM UPON ARRIVAL

- | | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <input type="checkbox"/> Angry <input type="checkbox"/> Apologetic <input type="checkbox"/> Crying <input type="checkbox"/> Fearful <input type="checkbox"/> Hysterical <input type="checkbox"/> Calm <input type="checkbox"/> Afraid <input type="checkbox"/> Irrational <input type="checkbox"/> Nervous <input type="checkbox"/> Threatening <input type="checkbox"/> Minimizing <input type="checkbox"/> Afraid <input type="checkbox"/> Reluctant <input type="checkbox"/> Other: _____ | <ul style="list-style-type: none"> <input type="checkbox"/> Complain of Pain <input type="checkbox"/> Bruise(s) <input type="checkbox"/> Abrasion(s) <input type="checkbox"/> Minor Cut(s) <input type="checkbox"/> Bite(s) <input type="checkbox"/> Fracture(s) <input type="checkbox"/> Concussion(s) <input type="checkbox"/> Gunshot(s) <input type="checkbox"/> Deep Cut(s) <input type="checkbox"/> Sexual assault/Battery <input type="checkbox"/> Agitated <input type="checkbox"/> Angry <input type="checkbox"/> Flat affect <input type="checkbox"/> Other: _____ |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

CHILDREN

- WERE CHILDREN PRESENT? ___ YES ___ NO
- HOW MANY? ___ INVOLVED ___ INTERVENED ___ INJURED ___ INTERVIEWED ___
- DCF CALLED? ___ ONLINE REPORT ___
- CHILD: (NAME DOB): _____
- LOCATION DURING INCIDENT: _____
- EMOTIONAL Demeanor: _____
- CHILD (NAME, DOB): _____
- LOCATION DURING INCIDENT: _____
- EMOTIONAL Demeanor: _____
- CHILD (NAME, DOB): _____
- LOCATION DURING INCIDENT: _____
- EMOTIONAL Demeanor: _____

CONDITION OF SUSPECT UPON ARRIVAL

- | | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <input type="checkbox"/> Angry <input type="checkbox"/> Apologetic <input type="checkbox"/> Crying <input type="checkbox"/> Fearful <input type="checkbox"/> Hysterical <input type="checkbox"/> Calm <input type="checkbox"/> Afraid <input type="checkbox"/> Irrational <input type="checkbox"/> Nervous <input type="checkbox"/> Threatening <input type="checkbox"/> Other: _____ | <ul style="list-style-type: none"> <input type="checkbox"/> Complain of Pain <input type="checkbox"/> Bruise(s) <input type="checkbox"/> Abrasion(s) <input type="checkbox"/> Minor Cut(s) <input type="checkbox"/> Bite(s) <input type="checkbox"/> Fracture(s) <input type="checkbox"/> Concussion(s) <input type="checkbox"/> Gunshot(s) <input type="checkbox"/> Deep Cut(s) <input type="checkbox"/> Other: _____ |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

RISK ASSESSMENT

OFFICER INSTRUCTIONS: Please ask the following questions about the current assault. If this incident was not an battery but the suspect has been physically violent toward the victim in the past, answer the questions based upon the last time the suspect was violent towards the victim.

INSTRUCTIONS:

- Score each Item as “1” if the evidence indicates that the Item is present and “0” if the evidence indicates that it is not present. The ODARA total score is the sum of the Item scores.
- If available documentation indicates that an Item might be present but the information is unclear or incomplete, then the Item may be treated as unknown or missing and the scored as “?”. In such cases, the Prorating Table should be used.
- The ODARA can be scored with up to 5 missing or unknown Items (scored as “?”). The ODARA cannot be interpreted if 6 or more items are scored as “?”

1. Confinement of the Victim at the Index Assault/Battery

Sample Question: *This time, did she/he do anything to prevent you from leaving the location?*

Confinement: Any act by the Defendant that physically prevents, or attempts to prevent, the Victim from leaving the scene of the assault/battery

- ✓ Count a charge of kidnapping, criminal restraint, or false imprisonment at the Index Assault/Battery
- ✓ Examples: confining the Victim in a locked room, barring an exit
- ✓ In locations without walls or doors, count actions taken to impede the Victim’s active attempts to escape from the location.
- Do NOT include: any threats to harm the Victim if he/she leaves, pinning the Victim down in the course of the incident, cutting off telephone, or confining persons other than the Victim
- Do NOT include any confinement occurring before or after the Index Assault/Battery (i.e., during a separate incident)

2. Threat to harm or kill anyone at the Index Assault/Battery

Sample Question: *This time, did he/she threaten to harm or kill you or anyone else?*

- ✓ Count any threat to harm or kill uttered at the Index Assault/Battery by the Defendant to cause bodily harm to any person other than the Defendant (i.e., do not count threats of self-harm or suicide)
- ✓ Count body gestures commonly recognized as threats of physical harm, e.g., mimic shooting a gun or slashing a throat.
- Threats involving only pets or property, or threats of non-bodily harm, do NOT count for this Item
- Do NOT include statements made by the Victim on a separate occasion before the Index Assault/Battery

3. Victim concern about future Assaults/Battery

Sample Question: *Are you concerned that he/she will assault you or the children again?*

Victim concern: Includes any statement made by the Victim that he/she is concerned, afraid, worried, or certain that the Defendant will assault/batter him/her or the Victim’s child(ren) in the future

- ✓ This statement must be made by the Victim in the first report at or after the Index Assault/Battery. If no statement about Victim concern is present in the police report, a statement made by the Victim in the first report to victim support services can be counted
- Do NOT count the Victim’s concern for safety, or the child(ren)’s safety, in the course of the Index Assault/Battery
- Do NOT include statement made by the Victim on a separate occasion before the Index Assault/Battery

4. Victim and/or Defendant have more than 1 child together

Sample Questions: *How many children do you have? How many does your current Partner (Defendant) have?*

- ✓ Count the biological or adopted children of the Defendant.
 - ✓ Count the biological or adopted children of the Victim.
 - ✓ County only living children, whether they are minors or adults, and whether they are living with the Victim, Defendant, or elsewhere.
- There must be a total of **at least** 2 children to score 1 for this Item.

5. Victim has a biological child with someone other than the Defendant

Sample Question: *Do you have a child from any previous relationships (other than with the Defendant?)*

- To determine whether the Victim has a biological child from a previous partner:
- ✓ Count the children of the Victim but count only the Victim's biological children whose other parent is not the Defendant.
 - ✓ Count only living children, whether they are minors or adults, and whether they are living with the Victim, Defendant, or elsewhere
 - Do NOT count adopted children for this Item.
- The victim need only have 1 child with a previous partner to score 1 for this Item

6. Assault/Battery on Victim while she was pregnant (at Index Assault/Battery or prior one)

Sample Question: *Did he/she ever assault/batter you when you were pregnant?*

- ✓ Include only assaults/battery against the Victim. Do NOT count assaults/battery against anyone other than the Victim.
- ✓ Count the Index Assault/Battery or any prior assault on the Victim, committed by the Defendant, if the Victim was pregnant at the time.
- ✓ The incident must include physical contact, the use or attempted use of a weapon to contact the Victim's body, or a threat of harm made while displaying a weapon. If you do not have a detailed description of the incident, count a charge of assault/battery or other violent offense if it knows that the Victim was the Index/Assault Victim and was pregnant at the time.
- It is NOT required that the Defendant knew that the Victim was pregnant

7. Two or more indicators of substance abuse

Sample Question: *Did he/she drink alcohol just before or during this incident? Did he/she use drugs just before or during the incident?*

Did he/she abuse alcohol or drugs in the past few days or weeks before or weeks before the incident?

Did he/she abuse alcohol or drugs more than usual in the few days or weeks before the incident?

Before this incident, was he/she more angry or violent when he/she used drugs when drinking?

Before this incident, had he/she had an alcohol or drug problem any time since he/she was 18?

Substance abuse indicators: More than 1 indicator of substance abuse is needed to score 1 for this item. Count any 2 of these specific indicators pertaining to the Defendant.

- ✓ The Defendant consumed alcohol or used drugs immediately before or during the Index Assault/Battery
- ✓ The Defendant abused drugs and/or alcohol in the days or weeks before the Index Assault/Battery (e.g. alcohol intoxication, frequent alcohol use, use of street drugs, misuse of medication)
- ✓ The Defendant noticeably increased his/her abuse of and/or drugs or alcohol in the days or week before the Index Assault/Battery (without a return to normal consumption prior to the Index Assault/Battery)
- ✓ The Defendant had been more angry or violent when using drugs and/or alcohol before the Index Assault/Battery
- ✓ The Defendant consumed alcohol before or during an offense (including driving while intoxicated) pre-dating the Index Assault/Battery
- ✓ From age 18 to the time of the Index Assault/Battery, the Defendant's illicit or street drug use or misuse of prescription drugs resulted in some problems or interference in his/her life; this can include drug use instead to violations of the law resulting in a change or revocation of conditional

release, withdrawal symptoms, inability to decrease use, or problems attributable to drug use (such as financial job, relationship, legal, or health problems)

- Do NOT include medications taken as prescribed

8. Victim faces at least 1 barrier to support

Sample Questions: *Do you have any children at home for whom you provide care?*

Do you live in a home with no phone?

Do you live where there is no access to transportation?

Barriers to support: Count any of these specific circumstances faced by the Victim. Circumstances not included in this list do not count.

- ✓ The Victim has 1 or more children aged 18 or under who live with the Victim and for whom the Victim provides care.
- ✓ The Victim has not telephone, e.g., no mobile, cell, or landline in the home
- ✓ The Victim has no access to a vehicle, no access to public transportation near his/her home, and no money for a taxi.
- ✓ The Victim lives in a rural area with nobody living close by
- ✓ The Victim consumed alcohol or drugs just before or during the Index Assault/Battery, or the Victim has a history of alcohol or drug abuse (e.g., alcohol intoxication, frequent alcohol use, use of street drugs, misuse of prescription medication)
- Do NOT include medications taken as prescribed.

The Victim need only experience 1 of these barriers to score 1 for this item

9. Prior violent incident against a non-domestic victim

Sample Questions: *Is he/she violent toward people other than you and the children? Does he/she fight with or hit others?*

Prior violence against a non-domestic victim: Defendant assaulted/battered any person who is not a Partner or Partner's child.

- ✓ A specific incident is required, but unlike Item 11, presence in a police report or criminal record is not required.
- ✓ The incident must include physical contact, the use or attempted use of a weapon to contact the person's body, or a threat of harm made while displaying a weapon.
- ✓ The violent incident must have occurred on a separate occasion before the incident. Information can come from sources other than criminal justice documentation, and the incident does not need to be known to the police.

10. Prior domestic incident of assault/battery in a police report or criminal record (against current former Partner or Partner's child)

Prior non-domestic: *The Defendant previously assaulted a Partner or a Partner's child, and it is recorded in a police report or criminal record.*

- ✓ The incident must include physical contact, the use or attempted use of a weapon to contact the victim's body, or a threat of harm made while displaying a weapon. If you do not have a detailed description of the incident, count a charge of assault/battery or other violent offense against a Partner or Partner's child as a domestic incident. (Note: a charge is not required.)
- ✓ The prior incident must have been reported to the police.
- ✓ The prior incident must have occurred on a separate occasion before the Index Assault/Battery. If the Index Assault/Battery is part of a cluster of assaults/battery documented in one (1) police report, count any domestic assault/battery against a Partner or a Partner's child that occurred at least 24 hours before the Index Assault/Battery as a prior domestic incident.
- Incidents involving only pets or property do *not* count for this item.

11. Prior non-domestic incident of assault/battery in a police report or criminal record (against any person other than a Partner or a Partner's child)

Prior non-domestic: *The Defendant previously assaulted/battered any person who is **NOT** a Partner or a Partner's child, and it is recorded in a police report or criminal record. This Item differs from Item 10 in who the assaulted/battered person is.*

- ✓ The incident must include physical contact, the use or attempted use of a weapon to contact the victim's body, or a threat of harm made while displaying a weapon. If you do not have a detailed description of the incident, count a charge of assault/battery or other violent offense against someone other than a Partner or a Partner's child as a non-domestic incident. (Note: a charge is NOT required.)
- ✓ The incident must have been reported to the police.
- ✓ The incident must have occurred on a separate occasion before the Assault/Battery. If the Index Assault/Battery is part of a cluster of assaults/battery documented in one (1) police report, count any non-domestic assault/battery that occurred at least 24 hours before the Index Assault/Battery as a prior non-domestic incident
 - Incidents involving only pets or property do **not** count for this Item

12. Prior custodial sentence of 30 days or more

Prior custodial sentence: *The final disposition for an offense committed by the Defendant, handed down before the Index Assault/Battery.*

- The sentence itself must be for at least 30 days.
- The Defendant must have been admitted to an adult or juvenile correctional facility, prison, or jail, but the Defendant need not have been in custody for the entire 30 days. Count the sentence, not the time spent in custody.
- Do not include a sentence given for the Index Assault/Battery

13. Failure on current or prior conditional release (including bail, parole, probation, or pretrial release order) or conditions of a restraining order (PFA, PFS).

Conditional release failure: *The conditional release must have been ordered before the Index Assault/Battery*

- If Defendant was on a conditional release at the time of the Index Assault/Battery, and no information is available about release conditions, count the Index Assault/Battery as a conditional release failure, because such releases typically require offenders to remain offense free.
- The Defendant must have been at liberty in the community under supervision, monitoring, or other requirement ordered by a criminal court, or a no-contact order imposed by any court
- Any known violations of the conditional release or violations of release conditions count for this item.
- Any charges incurred while on conditional release count for this Item. Count any known failure, even if it did not result in a charge.
- Examples: committing a new criminal offense; failing to appear for court, failing to attend a probation appointment, drinking when prohibited by court or probation, going to a person's home or work when prohibited, contacting a person when prohibited
- Do not include violations occurring after the Index Assault/Battery

RAW SCORE (sum of Items scored 1) _____
Number of Missing or Unknown ("?") Items _____
ODARA Final Score (use Prorating Table if indicated) _____

PRORATING TABLE

Only use if 1 or more Items are scored as missing or unknown (?), indicating the Item might be present but the available documentation or information is unclear or incomplete. Note: The ODARA can be scored with up to 5 missing Items. The ODARA cannot be interpreted if 6 or more items are scored as "?".

Number of Missing Items

Raw Score	1	2	3	4	5
0	0	0	0	0	0
1	1	1	1	1	2
2	2	2	3	3	3
3	3	4	4	4	5
4	4	5	5	6	7+
5	5	6	7+	7+	7+
6	7+	7+	7+	7+	7+

Note: If Raw Score is 7 or above, do not use the Prorating Table, and count the Raw Score as the Final Score

ACTUARIAL TABLE

Final Score	Percent who score in this range	Percent scoring lower	Percent scoring higher	Percent who Recidivate
0	9	0	91	7
1	17	9	74	17
2	21	26	53	22
3	20	47	33	34
4	13	67	20	39
5-6	14	80	6	53
7-13	6	94	0	74

Memorandum of Understanding

Between

City of Valley Falls, Kansas

and

Graham – Herbers VFW Post 3084

This Memorandum of Understanding (MOU) sets the terms and understanding between the City of Valley Falls, Kansas, and the Graham – Herbers VFW Post 3084 for property insurance at the building located at 405 Walnut St, Valley Falls, KS 66088

Background

The building at 405 Walnut St was once the City Hall for the City of Valley Falls. Graham – Herbers VFW Post 3084 acquired the building at 405 Walnut St on November 5, 1987, from the City of Valley Falls for the sum of \$1.00. Since that time, the City has continued to pay the insurance on the said building.

The VFW would not be able to continue operations with the additional expense of property insurance. The VFW is a valuable civic organization that is committed and invested to the Valley Falls Community. It is noted in the deed, that in the event Graham – Herbers VFW Post 3084 shall be discontinued or in the event the Post neglects the property and doesn't keep the building in good repair, at which time the property will revert to the City.

Purpose

This MOU establishes that the City of Valley Falls is responsible for maintaining property insurance and financially responsible for the property insurance on the building at 405 Walnut St while in use by Graham – Herbers VFW Post 3084 and the use of said building shall be limited to civic activities.

Duration

This MOU is at-will and may be modified by mutual consent of authorized officials from the City of Valley Falls, Kansas and the Graham – Herbers VFW Post 3084. This MOU shall become effective upon signature by the authorized officials from the City of Valley Falls, Kansas and Graham – Herbers VFW Post 3084 and will remain in effect until modified or terminated by anyone.

Jeanette Shipley
Mayor
City of Valley Falls, Kansas

Jerry Tullis
Post Commander
Graham – Herbers VFW Post 3084

Date: _____

Date: _____

9/29/2023

St. Paul's Lutheran Church
701 Frazier Street
Valley Falls, Kansas 66088

The Honorable Mayor, Jeanette Shipley
Council President, Mr. Gary McKnight
Council Members:
Ms. Judy Rider
Ms. Jennifer Ingraham
Mr. Matthew Frakes

Dear Valley Falls City Council:

The purpose of this letter is to bring to your attention the deteriorating condition of the street and curb in front of St. Paul's Lutheran Church, 701 Frazier Street, Valley Falls, Kansas.

As presented in the attached photographs, the condition of the curb and brick paving on Frazier Street is in need of repair. We are concerned that continued deferred maintenance will result in the need for more major repairs in the future.

Attachment 1 shows the condition of the curb at the west end of the sidewalk that runs east/west on the north side of St. Paul's. (This area is of particular concern because of the condition of the curb and street corner at the end of the sidewalk which is publicly used to access Valley Falls School).

Attachment 2 was taken from the northwest corner of the church property looking south along Frazier Street.

Attachment 3 is of the areas experiencing depression along the curb on Frazier Street looking south from the corner of the church property. This is directly in front of the Church.

Attachment 4 is looking north towards the northwest corner of the church property.

Also, as our congregation ages, the concern for the safety of our congregants is utmost. Additional concern is for the public as they traverse along church property. We would respectfully request your attention to this matter and that suitable repair be done to insure the safety of those using the parking at St. Paul's on Frazier.

Thank you for taking this request under consideration.

Sincerely,

Anita Wynder
Wilke Schmelz
Linda Sweany
Bruce Sweany
Don Jean Hanson
Kathy Peterson



Attachment 1



Attachment 2



Attachment 3



Attachment 4

Division of Environment
Curtis State Office Building
1000 SW Jackson St., Suite 400
Topeka, KS 66612-1367



Phone: 785-296-1535
Fax: 785-559-4264
www.kdheks.gov

Janet Stanek, Secretary

Laura Kelly, Governor

October 11, 2023

Ms. Chris Weishaar, City Clerk
City of Valley Falls
417 Broadway
Valley Falls, Kansas 66088

Re: KWPCRF Project No.: C20 3043 01

Dear Ms. Weishaar:

Two copies of Amendment No. 1 to the Loan Agreement for the referenced project are enclosed for your review. This First Amendment modifies the amount of the loan to \$1,329,729. If acceptable, please sign both copies, keep one copy for the city's records and return the other copy to KDHE. Since the Amendment increases the loan amount, a new ordinance with proof of publication, meeting minutes, and attorney opinion letter will be necessary.

Please call me at (785) 296-5527 or Ms. Brenda Diegel at (785) 296-4262, if you have any questions.

Sincerely yours,

Division of Environment

A handwritten signature in blue ink, appearing to read "Cara C. Hendricks".

Cara C. Hendricks, P.E.
Chief, Municipal Programs
Bureau of Water

CCH:bd
Enclosure
First Amendment

pc: Northeast District
Cara Hendricks/2.1 File w/enclosure

FIRST AMENDMENT TO THE
LOAN AGREEMENT

By and Between

THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT
ACTING ON BEHALF OF
THE STATE OF KANSAS

AND

CITY OF VALLEY FALLS, KANSAS
KWPCRF PROJECT NO.: C20 3043 01

ORIGINAL LOAN AGREEMENT
EFFECTIVE AS OF FEBRUARY 8, 2022

AMENDMENT NO.: 1
EFFECTIVE AS OF SEPTEMBER 25, 2023

First Amendment to
the Loan Agreement by and between the
Kansas Department of Health and Environment
Acting on Behalf of the State of Kansas
and the City of Valley Falls, Kansas
Effective As of September 25, 2023

WHEREAS, the City of Valley Falls, Kansas (the Municipality) has entered into a Loan Agreement with the Kansas Department of Health and Environment, acting on behalf of the State of Kansas, effective as of February 8, 2022 (the "Loan Agreement"); and

WHEREAS, said Loan Agreement was entered into for the benefit of the Municipality, KWPCRF Project No. C20 3043 01; and

WHEREAS, the Municipality and KDHE hereby determines that it is necessary to amend certain exhibits to the Loan Agreement, and

WHEREAS, this First Amendment to the Loan Agreement is entered into and effective as of September 25, 2023;

THEREFORE, the Loan Agreement is amended as follows:

SECTION 1. Article II, Loan Terms, Section 2.01, Amount of Loan and Exhibit B of the LOAN AGREEMENT BY AND BETWEEN THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT AND THE CITY OF VALLEY FALLS, KANSAS are/is hereby amended to read as set forth on the pages attached hereto.

SECTION 2. Except as herein specifically set out, the Loan Agreement is confirmed and ratified.



IN WITNESS WHEREOF, KDHE and the City of Valley Falls, Kansas have caused this First Amendment to the Loan Agreement for the Municipality to be executed, sealed and delivered, effective as of September 25, 2023.



The KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT, acting on behalf of THE STATE OF KANSAS

By Janet Stanek
Janet Stanek
Secretary
Kansas Department of Health and Environment

Date: 10-4-2023

VALLEY FALLS, KANSAS

By _____

Title: _____

(Seal)

ATTEST:

By _____

Title:

The "Municipality"

Date: _____

CONSENT OF THE KANSAS DEVELOPMENT FINANCE AUTHORITY
FOR EXECUTION OF THE FIRST AMENDMENT TO THE LOAN AGREEMENT
BY AND BETWEEN
THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT
AND VALLEY FALLS, KANSAS

WHEREAS, pursuant to the Kansas Water Pollution Control Revolving Fund Act, K.S.A. 65-3321 et seq. (the "Act"), the State of Kansas has established the Kansas Water Pollution Control Revolving Fund for the purposes of the Federal Water Quality Act of 1987 to be administered and managed by the Secretary of the Kansas Department of Health and Environment ("KDHE"); and

WHEREAS, the Kansas Development Finance Authority (the "Authority"), the Kansas Department of Administration, and the Secretary of KDHE have entered into an Inter-Agency Agreement dated as of March 1, 1999, and a Pledge Agreement as amended, pursuant to which KDHE agrees to enter into Loan Agreements with Municipalities for Wastewater Treatment Projects and to pledge the interest portion of the Loan Repayments received pursuant to such Loan Agreements and certain other revenues to the Authority and the Authority, in turn, pledges its rights to the Revenues under the Agreement to the payment of the principal of, premium, if any, and interest on the Bonds issued for the purpose of loaning the proceeds thereof to the participating municipalities; and

WHEREAS, based on said Pledge Agreement, KDHE has entered into a Loan Agreement effective February 8, 2022 with Valley Falls, Kansas (the Municipality) for the benefit of KWPCRF Project No. C20 3043 01; and

WHEREAS, KDHE has expressed the need and intent to amend certain provisions and exhibits of said Loan Agreement with the Municipality in the form as set forth in a First Amendment to the Loan Agreement as attached hereto; and

WHEREAS, pursuant to Section 6.04 of the Loan Agreement, the Authority must consent, in writing, to any amendment, supplement or modifications to the Loan Agreement.

WITNESSETH, the Kansas Development Finance Authority hereby agrees as follows:

- (1) The Authority acknowledges receipt of the First Amendment to the Loan Agreement between the Kansas Department of Health and Environment and Valley Falls, Kansas effective as of September 25, 2023;
- (2) The Authority consents to the execution of the First Amendment to the Loan Agreement by KDHE and the Municipality.

KANSAS DEVELOPMENT FINANCE AUTHORITY

By _____


Executive Director

ARTICLE II

LOAN TERMS

Section 2.01. Amount of the Loan. Subject to all of the terms, provisions and conditions of this Loan Agreement, and subject to the availability of State and Federal funds, KDHE will loan an amount not to exceed ~~One Million Eight Thousand Eight Hundred Eighty Eight Dollars [\$1,008,888]~~ One Million Three Hundred Twenty Nine Thousand Seven Hundred Twenty Nine Dollars [\$1,329,729] to the Municipality to pay the costs of the Project described in Exhibit A hereto. The final actual amount of the Loan may be reduced without revision of any other terms, provisions or conditions of this Loan Agreement, other than the Loan Repayment Schedule (Exhibit B hereto), to reflect reductions in the estimated or actual total Project Costs as impacted by opening of bids for construction, change orders, final actual costs, and prepayments. The Municipality shall be responsible for any costs incurred by the Municipality in connection with the Project in addition to the amount of the Loan. An amendment to Exhibit B must be accomplished by an Amendment to the Loan Agreement executed by all parties.

EXHIBIT B
LOAN REPAYMENT SCHEDULE
(See Page 7)

DEDICATED SOURCE OF REVENUES AND LOAN REPAYMENT SCHEDULE

Dedicated Source of Revenue.

The Municipality shall impose and collect such rates, fees and charges for the use and services furnished by or through the System, including all improvements and additions thereto hereafter constructed or acquired by the Municipality as will provide System Revenues or levy ad valorem taxes without limitation as to rate or amount upon all the taxable tangible property, real or personal, within the territorial limits of the Municipality to produce amounts which are sufficient to (a) pay the cost of the operation and maintenance of the System, (b) pay the principal of and interest on the Loan as and when the same become due, and (c) pay all other amounts due at any time under the Loan Agreement; provided, however, no lien or other security interest is granted by the Municipality to KDHE on the System Revenues under this Agreement. In the event that the System Revenues are insufficient to meet the obligations under the Loan and the Loan Agreement, the Municipality shall levy ad valorem taxes without limitation as to rate or amount upon all the taxable tangible property, real or personal, within the territorial limits of the Municipality to produce the amounts necessary for the prompt payment of the obligations under the Loan and Loan Agreement.

The Loan Repayment Schedule

The Municipality and KDHE have agreed that interest becoming due semiannually on the Loan during the construction period for the Project may be capitalized and repaid as a part of the Loan. In this regard, KDHE shall give the Municipality written notice of each semiannual installment of interest becoming due during the construction period. At its option, the Municipality may elect to pay such amounts, and if so elected, must pay such amounts within 30 days of receipt of the notice of their becoming due. If the Municipality does not elect to pay such amounts within 30 days of receipt of such notice, the amount then due and owing as semiannual interest on the Loan shall be capitalized and added to the principal amount of the Loan and shall bear interest at the rate of interest set forth in Section 2.02 hereof.

KANSAS WATER POLLUTION CONTROL REVOLVING FUND

Estimated Draws - Estimated Interest Rate
Amortization of Loan Costs as of 9/25/2023

Project Principal: 1,329,729.00
Interest During Const.: 0.00
Service Fee During Const.: 0.00
Gross Loan Costs: 1,329,729.00

Prepared for:
City of Valley Falls, Project No. C20 3043 01

Gross Interest Rate Allocation	thru 9/1/2027	after 9/1/2027	Gross Interest Rate:	1.28%
Service Fee Rate:	1.03%	0.25%	First Payment Date:	3/1/2024
Net Loan Interest Rate:	0.25%	1.03%	Number of Payments:	40

Payment Number	Payment Date	Beginning Balance	Interest Payment	Principal Payment	Service Fee	Total Payment	Ending Balance
1	3/1/2024	1,329,729.00	1,662.16	29,275.14	6,848.10	37,785.40	1,300,453.86
2	9/1/2024	1,300,453.86	1,625.57	29,462.49	6,697.34	37,785.40	1,270,991.37
3	3/1/2025	1,270,991.37	1,588.74	29,651.05	6,545.61	37,785.40	1,241,340.32
4	9/1/2025	1,241,340.32	1,551.68	29,840.82	6,392.90	37,785.40	1,211,499.50
5	3/1/2026	1,211,499.50	1,514.37	30,031.81	6,239.22	37,785.40	1,181,467.69
6	9/1/2026	1,181,467.69	1,476.83	30,224.01	6,084.56	37,785.40	1,151,243.68
7	3/1/2027	1,151,243.68	1,439.05	30,417.45	5,928.90	37,785.40	1,120,826.23
8	9/1/2027	1,120,826.23	1,401.03	30,612.11	5,772.26	37,785.40	1,090,214.12
9	3/1/2028	1,090,214.12	5,614.60	30,808.03	1,362.77	37,785.40	1,059,406.09
10	9/1/2028	1,059,406.09	5,455.94	31,005.20	1,324.26	37,785.40	1,028,400.89
11	3/1/2029	1,028,400.89	5,296.26	31,203.64	1,285.50	37,785.40	997,197.25
12	9/1/2029	997,197.25	5,135.57	31,403.33	1,246.50	37,785.40	965,793.92
13	3/1/2030	965,793.92	4,973.84	31,604.32	1,207.24	37,785.40	934,189.60
14	9/1/2030	934,189.60	4,811.08	31,806.58	1,167.74	37,785.40	902,383.02
15	3/1/2031	902,383.02	4,647.27	32,010.15	1,127.98	37,785.40	870,372.87
16	9/1/2031	870,372.87	4,482.42	32,215.01	1,087.97	37,785.40	838,157.86
17	3/1/2032	838,157.86	4,316.51	32,421.19	1,047.70	37,785.40	805,736.67
18	9/1/2032	805,736.67	4,149.54	32,628.69	1,007.17	37,785.40	773,107.98
19	3/1/2033	773,107.98	3,981.51	32,837.51	966.38	37,785.40	740,270.47
20	9/1/2033	740,270.47	3,812.39	33,047.67	925.34	37,785.40	707,222.80
21	3/1/2034	707,222.80	3,642.20	33,259.17	884.03	37,785.40	673,963.63
22	9/1/2034	673,963.63	3,470.91	33,472.04	842.45	37,785.40	640,491.59
23	3/1/2035	640,491.59	3,298.53	33,686.26	800.61	37,785.40	606,805.33
24	9/1/2035	606,805.33	3,125.05	33,901.84	758.51	37,785.40	572,903.49
25	3/1/2036	572,903.49	2,950.45	34,118.82	716.13	37,785.40	538,784.67
26	9/1/2036	538,784.67	2,774.74	34,337.18	673.48	37,785.40	504,447.49
27	3/1/2037	504,447.49	2,597.90	34,556.94	630.56	37,785.40	469,890.55
28	9/1/2037	469,890.55	2,419.94	34,778.10	587.36	37,785.40	435,112.45
29	3/1/2038	435,112.45	2,240.83	35,000.68	543.89	37,785.40	400,111.77
30	9/1/2038	400,111.77	2,060.58	35,224.68	500.14	37,785.40	364,887.09
31	3/1/2039	364,887.09	1,879.17	35,450.12	456.11	37,785.40	329,436.97
32	9/1/2039	329,436.97	1,696.60	35,677.00	411.80	37,785.40	293,759.97
33	3/1/2040	293,759.97	1,512.86	35,905.34	367.20	37,785.40	257,854.63
34	9/1/2040	257,854.63	1,327.95	36,135.13	322.32	37,785.40	221,719.50
35	3/1/2041	221,719.50	1,141.86	36,366.39	277.15	37,785.40	185,353.11
36	9/1/2041	185,353.11	954.57	36,599.14	231.69	37,785.40	148,753.97
37	3/1/2042	148,753.97	766.08	36,833.38	185.94	37,785.40	111,920.59
38	9/1/2042	111,920.59	576.39	37,069.11	139.90	37,785.40	74,851.48
39	3/1/2043	74,851.48	385.49	37,306.35	93.56	37,785.40	37,545.13
40	9/1/2043	37,545.13	193.36	37,545.13	46.91	37,785.40	0.00
		Totals	107,951.82	1,329,729.00	73,735.18	1,511,416.00	

EXHIBIT F

FORM OF MUNICIPALITY ORDINANCE

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF VALLEY FALLS, KANSAS
HELD ON [ORDINANCE DATE]**

The Governing Body of the City met in [regular/special] session at the usual meeting place in the City, at [meeting time], the following members being present and participating, to-wit:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

(Other Proceedings)

Thereupon, there was presented an Ordinance entitled:

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AMENDMENT TO THE LOAN AGREEMENT BETWEEN VALLEY FALLS, KANSAS AND THE STATE OF KANSAS, ACTING BY AND THROUGH THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT FOR THE PURPOSE OF OBTAINING A LOAN FROM THE KANSAS WATER POLLUTION CONTROL REVOLVING FUND FOR THE PURPOSE OF FINANCING A WASTEWATER TREATMENT PROJECT; ESTABLISHING A DEDICATED SOURCE OF REVENUE FOR REPAYMENT OF SUCH LOAN; AUTHORIZING AND APPROVING CERTAIN DOCUMENTS IN CONNECTION THEREWITH; AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION WITH THE LOAN AGREEMENT.

Thereupon, [Council member] _____ moved that said Ordinance be passed. The motion was seconded by [Council member] _____. Said Ordinance was duly read and considered, and upon being put, the motion for the passage of said Ordinance was carried by the vote of the Governing Body, the vote being as follows:

Yes: _____.

No: _____.

Thereupon, the Mayor declared said Ordinance duly passed and the Ordinance was then duly numbered Ordinance No. _____ and was signed and approved by the Mayor and attested by the Clerk. The Clerk was directed to publish the Ordinance one time in the official newspaper of the City.

(Other Proceedings)

On motion duly made, seconded and carried, the meeting thereupon adjourned.

(SEAL)

Clerk

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(Published in [Official City Newspaper] on [publication date])

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE EXECUTION OF THE FIRST AMENDMENT TO THE LOAN AGREEMENT BETWEEN VALLEY FALLS, KANSAS AND THE STATE OF KANSAS, ACTING BY AND THROUGH THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT FOR THE PURPOSE OF OBTAINING A LOAN FROM THE KANSAS WATER POLLUTION CONTROL REVOLVING FUND FOR THE PURPOSE OF FINANCING A WASTEWATER TREATMENT PROJECT; ESTABLISHING A DEDICATED SOURCE OF REVENUE FOR REPAYMENT OF SUCH LOAN; AUTHORIZING AND APPROVING CERTAIN DOCUMENTS IN CONNECTION THEREWITH; AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION WITH THE FIRST AMENDMENT TO THE LOAN AGREEMENT.

WHEREAS, the Federal Water Quality Act of 1987 (the "Federal Act") established revolving fund program for public wastewater treatment systems to assist in financing the costs of infrastructure needed to achieve or maintain compliance with the Federal Act and to protect the public health and authorized the Environmental Protection Agency (the "EPA") to administer a revolving loan program operated by the individual states; and

WHEREAS, to fund the state revolving fund program, the EPA will make annual capitalization grants to the states, on the condition that each state provide a state match for such state's revolving fund; and

WHEREAS, by passage of the Kansas Water Pollution Control Revolving Fund Act, K.S.A. 65-3321 through 65-3329, inclusive (the "Loan Act"), the State of Kansas (the "State") has established the Kansas Water Pollution Control Revolving Fund (the "Revolving Fund") for purposes of the Federal Act; and

WHEREAS, under the Loan Act, the Secretary of the Kansas Department of Health and Environment ("KDHE") is given the responsibility for administration and management of the Revolving Fund; and

WHEREAS, the Kansas Development Finance Authority (the "Authority") and KDHE have entered into a Pledge Agreement (the "Pledge Agreement") pursuant to which KDHE agrees to enter into Loan Agreements with Municipalities for public wastewater treatment projects (the "Projects") and to pledge the Loan Repayments (as defined in the Pledge Agreement) received pursuant to such Loan Agreements to the Authority; and

WHEREAS, the Authority is authorized under K.S.A. 74-8905(a) and the Loan Act to issue revenue bonds (the "Bonds") for the purpose of providing funds to implement the State's requirements under the Federal Act and to loan the same, together with available funds from the EPA capitalization grants, to Municipalities within the State for the payment of Project Costs (as said terms are defined in the Loan Act); and

WHEREAS, Valley Falls, Kansas (the "Municipality") is a municipality as said term is defined in the Loan Act which operates a wastewater collection, pumping, and treatment system (the "System"); and

WHEREAS, the System is a public Wastewater Treatment Works, as said term is defined in the Loan Act; and

WHEREAS, the Municipality has, pursuant to the Loan Act, submitted an Application to KDHE to obtain a loan from the Revolving Fund to finance the costs of improvements to its System consisting of the following:

The project will rehabilitate the City's wastewater collection system (the "Project"); and

WHEREAS, the Municipality has taken all steps necessary and has complied with the provisions of the Loan Act and the provisions of K.A.R. 28-16-110 to 28-16-138 (the "Regulations") applicable thereto necessary to qualify for an amendment to the loan; and

WHEREAS, KDHE has informed the Municipality that it has been approved for a loan in amount of not to exceed One Million Three Hundred Twenty Nine Thousand Seven Hundred Twenty Nine Dollars [\$1,329,729] (the "Loan") in order to finance the Project; and

WHEREAS, the governing body of the Municipality hereby finds and determines that it is necessary and desirable to accept the First Amendment to the Loan Agreement and to enter into a First Amendment to the Loan Agreement and certain other documents relating thereto, and to take certain actions required in order to implement the First Amendment to the Loan Agreement.

THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF VALLEY FALLS, KANSAS:

Section 1. Authorization of the First Amendment to the Loan Agreement. The Municipality is hereby authorized to accept the Loan and to enter into a certain First Amendment to the Loan Agreement, with an effective date of September 25, 2023, with the State of Kansas acting by and through the Kansas Department of Health and Environment (the "First Amendment to the Loan Agreement") to finance the Project Costs (as defined in the First Amendment to the Loan Agreement). The Mayor and Clerk are hereby authorized to execute the First Amendment to the Loan Agreement in substantially the form presented to the governing body this date, with such changes or modifications thereto as may be approved by the Mayor and the City Attorney, the Mayor's execution of the First Amendment to the Loan Agreement being conclusive evidence of such approval.

Section 2. Establishment of Dedicated Source of Revenue for Repayment of Loan. Pursuant to the Loan Act, the Municipality hereby establishes a dedicated source of revenue for repayment of the Loan. In accordance therewith, the Municipality shall impose and collect such rates, fees and charges for the use and services furnished by or through the System, including all improvements and additions thereto hereafter constructed or acquired by the Municipality as will provide System Revenues or levy ad valorem taxes without limitation as to rate or amount upon all the taxable tangible property, real or personal, within the territorial limits of the Municipality to produce amounts which are sufficient to (a) pay the cost of the operation and maintenance of the System, (b) pay the principal of and interest on the Loan as and when the same become due, and (c) pay all other amounts due at any time under the Loan Agreement; provided, however, no lien or other security interest is granted by the Municipality to KDHE on the System Revenues under this Agreement. In the event that the System Revenues are insufficient to meet the obligations under the Loan and the Loan Agreement, the Municipality shall levy ad valorem taxes without limitation as to rate or amount upon all the taxable tangible property, real or personal, within the territorial limits of the Municipality to produce the amounts necessary for the prompt payment of the obligations under the Loan and Loan Agreement.

In accordance with the Loan Act, the obligations under the Loan and the First Amendment to the Loan Agreement shall not be included within any limitation on the bonded indebtedness of the Municipality.

Section 3. Further Authority. The Mayor, Clerk and other City officials are hereby further authorized and directed to execute any and all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of the Ordinance, and to make alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 4. Governing Law. The Ordinance and the First Amendment to the Loan Agreement shall be governed exclusively by and construed in accordance with the applicable laws of the State of Kansas.

Section 5. Effective Date. This Ordinance shall take effect and be in full force from and after its passage by the governing body of the City and publication in the official City newspaper.

PASSED by the governing body of the City on [Ordinance Date] and [signed][and **APPROVED**] by the Mayor.

(SEAL)

Mayor

ATTEST:

Clerk

[APPROVED AS TO FORM ONLY.]

[City Attorney]

EXHIBIT G

FORM OF OPINION OF MUNICIPALITY'S COUNSEL

[Date]

Kansas Development Finance Authority
Topeka, Kansas

The Kansas Department of Health and
Environment, acting on behalf of
The State of Kansas
Topeka, Kansas

Re: First Amendment to the Loan Agreement effective as of September 25, 2023, between the Kansas Department of Health and Environment ("KDHE"), acting on behalf of the State of Kansas (the "State"), and Valley Falls, Kansas (the "Municipality")

I have acted as counsel to the Municipality in connection with the authorization, execution and delivery of the above referenced First Amendment to the Loan Agreement (the "First Amendment"). In my capacity as counsel to the Municipality, I have examined original or certified copies of minutes, ordinances of the Municipality and other documents relating to the authorization of the Project, the authorization, execution and delivery of the First Amendment to the Loan Agreement, and the establishment of a Dedicated Source of Revenue (as defined in the First Amendment to the Loan Agreement) for repayment of the Loan evidenced by the First Amendment to the Loan Agreement. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned thereto in the First Amendment to the Loan Agreement.

In this connection, I have examined the following:

- (a) an executed or certified copy of the First Amendment to the Loan Agreement;
- (b) proceedings adopted or taken by the Municipality to authorize and approve the Project to be constructed with the proceeds of the Loan evidenced by the First Amendment to the Loan Agreement;
- (c) Ordinance No. ___ of the Municipality (the "Ordinance") adopted on [Ordinance Date], and other proceedings of the Municipality taken and adopted in connection with the authorization, execution and delivery of the First Amendment to the Loan Agreement, and the establishment of a Dedicated Source of Revenue for repayment of the Loan evidenced by the First Amendment to the Loan Agreement; and
- (d) such other proceedings, documents and instruments as I have deemed necessary or appropriate to the rendering of the opinions expressed herein.

In this connection, I have reviewed such documents, and have made such investigations of law, as deemed relevant and necessary as the basis for the opinions hereinafter expressed.

Based upon the foregoing, it is my opinion, as of the date hereof, that:

1. The Municipality is a municipal corporation duly created, organized and existing under the laws of the State.
2. The Municipality operates a public Wastewater Treatment Works, as said term is defined in the Loan Act.
3. The Project has been duly authorized by the Municipality.
4. The Municipality has all requisite legal power and authority to, and has been duly authorized under the terms and provisions of the Ordinance to, execute and deliver, and perform its obligations under, the First Amendment to the Loan Agreement.
5. The First Amendment to the Loan Agreement has been duly authorized, executed and delivered by the Municipality and constitutes a valid and binding agreement of the Municipality enforceable in accordance with its terms, subject as to enforcement of remedies to any applicable bankruptcy, reorganization, insolvency, moratorium or other similar laws affecting creditors' rights heretofore or hereafter enacted, and subject further to the exercise of judicial discretion in accordance with general principles of equity. In rendering this opinion I have assumed due authorization, execution and delivery of the First Amendment to the Loan Agreement by the State, acting by and through KDHE.
6. The Municipality has duly authorized the Dedicated Source of Revenue for repayment of the Loan to be made pursuant to the First Amendment to the Loan Agreement.
7. To the best of my knowledge, the execution and delivery of the First Amendment to the Loan Agreement by the Municipality will not conflict with or result in a breach of any of the terms of, or constitute a default under, any ordinance, indenture, mortgage, deed of trust, lease or other agreement or instrument to which the Municipality is a party or by which it or any of its property is bound or any of the rules or regulations applicable to the Municipality or its property or of any court or other governmental body.

Very truly yours,

ORDINANCE NO. 2023-01

AN ORDINANCE AUTHORIZING THE EXECUTION OF A LOAN AGREEMENT BETWEEN THE CITY OF VALLEY FALLS, KANSAS AND THE STATE OF KANSAS, ACTING BY AND THROUGH THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT FOR THE PURPOSE OF OBTAINING A LOAN FROM THE KANSAS WATER POLLUTION CONTROL REVOLVING FUND FOR THE PURPOSE OF FINANCING A WASTEWATER TREATMENT PROJECT; ESTABLISHING A DEDICATED SOURCE OF REVENUE FOR REPAYMENT OF SUCH LOAN; AUTHORIZING AND APPROVING DOCUMENTS IN CONNECTION THEREWITH; AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION WITH THE LOAN AGREEMENT.

WHEREAS, the Federal Water Quality Act of 1987 (the “Federal Act”) established a revolving fund program for public wastewater treatment systems to assist in financing the costs of infrastructure needed to achieve or maintain compliance with the Federal Act and to protect the public health and authorized the Environmental Protection Agency (the “EPA”) to administer a revolving loan program operated by the individual states; and

WHEREAS, to fund the state revolving fund program, the EPA will make annual capitalization grants to the states, on the condition that each state provide a state match for such state’s revolving fund; and

WHEREAS, by the passage of the Kansas Water Pollution Control Revolving Fund Act, K.S.A. 65-3321 through 65-3329, inclusive (the “Loan Act”), the State of Kansas (the “State”) has established the Kansas Water Pollution Control Revolving Fund (the “Revolving Fund”) for purposes of the Federal Act; and

WHEREAS, under the Loan Act, the Secretary of the Kansas Department of Health and Environment (“KDHE”) is given the responsibility for the administration and management of the Revolving Fund; and

WHEREAS, the Kansas Development Finance Authority (the “Authority”) and KDHE have entered into a Master Financing Indenture (the “Master Indenture”) pursuant to which KDHE agrees to enter into Loan Agreements with Municipalities for public wastewater treatment projects (the “Projects”) and to pledge the Loan Repayments (as defined in the Master Indenture) received pursuant to such Loan Agreements to the Authority; and

WHEREAS, the Authority is authorized under K.S.A. 74-8905 (a) and the Loan Act to issue revenue bonds (the “Bonds”) for the purpose of providing fund to implement the State’s requirements under the Federal Act and to loan the same, together with available funds from the EPA capitalization grants, to Municipalities within the State for the Payment of Project Costs (as said terms are defined in the Loan Act); and

WHEREAS, the City of Valley Falls, Kansas (the “Municipality”) is a municipality as said term is defined in the Loan Act which operates a wastewater collection and treatment system (the “System”); and

WHEREAS, the System is a public Wastewater Treatment Work, as said term is defined in the Loan Act; and

WHEREAS, the Municipality has, pursuant to the Loan Act, submitted an Application to KDHE to obtain a loan from the Revolving Fund to finance the costs of improvements to its System consisting of the following:

Construction of a project to rehabilitate portions of the City's wastewater collection system (the "Project"); and

WHEREAS, the Municipality has taken all steps necessary and has complied with the provisions of the Loan Act and the provision of K.A.R. 28-16-110 to 28-16-138 (the "Regulations") applicable thereto necessary to qualify for the loan; and

WHEREAS, KDHE has informed the Municipality that it has been approved for a loan in the amount of not to exceed \$1,329,729.00 (the "Loan") in order to finance the Project;

WHEREAS, the governing body of the Municipality hereby finds and determines that it is necessary and desirable to accept the Loan and to enter into a loan agreement and certain other documents relating thereto, and to take certain actions required in order to implement the Loan Agreement.

THEREFOR, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF VALLEY FALLS, KANSAS:

Section 1. Authorization of Loan Agreement. The Municipality has authorized to accept the Loan and to enter into a certain Loan Agreement, with an effective date of February 8, 2022, with the State of Kansas acting by and through the Kansas Department of Health and Environment (the "Loan Agreement") to finance the Project Cost (as defined in the Loan Agreement). The Municipality hereby authorizes to accept the First Amendment to the Loan Agreement. The Mayor and Clerk are hereby authorized to execute the Loan Agreement in substantially the form presented to the governing body this date, with such changes or modifications thereto as may be approved by the Mayor and the City Attorney, the Mayor's execution of the Loan Agreement being conclusive evidence of such approval.

Section 2. Establishment of Dedicated Source of Revenue for Repayment of Loan. Pursuant to the Loan Act, the Municipality hereby establishes a dedicated source of revenue for repayment of the Loan. In accordance therewith, the Municipality shall impose and collect such rates, fee and charges for the use and services furnished by or through the System, including all improvements and additions thereto hereafter constructed or acquired by the Municipality as will provide System Revenues or levy ad valorem taxes without limitation as to rate or amount upon all taxable tangible property, real or personal, within the territorial limits of the Municipality to produce amounts which are sufficient to (a) pay the cost of the operation and maintenance of the System, (b) pay the principal of and interest on the Loan as and when the same become due, and (c) pay all other amounts due at any time under the Loan Agreement; provided however, no lien or other security interest is granted by the Municipality to KDHE on the System Revenues under this Agreement. In the event the System Revenues are insufficient to meet the obligation under the Loan and the Loan Agreement, the Municipality shall levy ad valorem taxes without limitation as to rate or amount upon all the taxable tangible property, real or personal, within the territorial limits of the Municipality to produce the amounts necessary for the prompt payment of the obligations under the Loan and Loan Agreement.

In accordance with the Loan Act, the obligations under the Loan and the Loan Agreement shall not be included within any limitation on the bonded indebtedness of the Municipality.

Section 3. Further Authority. The Mayor, Clerk, and other City officials are hereby further authorized and directed to execute any and all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of the Ordinance, and to make alterations, changes or additions in the foregoing agreements, statements, instruments and other document herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 4. Governing Law. The Ordinance and the Loan Agreement shall be governed exclusively by and construed in accordance with the applicable laws of the State of Kansas.

Section 5. Effective Date. This Ordinance shall take effect and be in full force from and after its passage by the governing body of the City and publication in the official City newspaper.

PASSED by the governing body of the City on October 18, 2023 and signed and **APPROVED** by the Mayor.

(SEAL)

Mayor

ATTEST:

Clerk

[APPROVED AS TO FORM ONLY.]

City Attorney



City of Valley Falls

Established 1854

10/18/2023

Kansas Development Finance Authority
Topeka, Kansas

The Kansas Department of Health and
Environment, acting on behalf of
The State of Kansas
Topeka, Kansas

Re: Amendment No 1 to Loan Agreement effective as of February 8, 2022, between the Kansas Department of Health and Environment ("KDHE"), acting on behalf of the State of Kansas (the "State"), and the City of Valley Falls, Kansas (the "Municipality")

I have acted as counsel to the Municipality in connection with the authorization, execution, and delivery of the above-referenced Loan Agreement (the "Loan Agreement"). In my capacity as counsel to the Municipality, I have examined original and certified copies of minutes, ordinances of the Municipality, and other documents relating to the authorization of the Project, the authorization, execution and delivery of the Loan Agreement, and the establishment of a Dedicated Source of Revenue (as defined in the Loan Agreement) for repayment of the Loan evidenced by the Loan Agreement. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned thereto in the Loan Agreement.

In the connection, I have examined the following:

- (a) An executed or certified copy of the Loan Agreement
- (b) Proceeding adopted or taken by the Municipality to authorize and approve the Project to be constructed with the proceeds of the Loan evidenced by the Loan Agreement;
- (c) Ordinance No. 2023-01 of the Municipality (the "Ordinance") adopted on October 18, 2023 and other proceedings of the Municipality taken and adopted in connection with the authorization, execution and delivery of the Loan Agreement, and the establishment of a Dedicated Source of Revenue for repayment of the Loan evidenced by the Loan Agreement; and
- (d) Such other proceedings, documents and instruments as I have deemed necessary or appropriate to the rendering of the opinions expressed herein.

In connection, I have reviewed such documents and have made such investigations of law

as deemed relevant and necessary as the basis for the opinions hereinafter expressed.

Based upon the foregoing, it is my opinion, as of the date hereof, that:

1. The Municipality is a municipal corporation duly created, organized and existing under the laws of the State.
2. The Municipality operates a public Wastewater Treatment Works, as said term is defined in the Loan Act.
3. The Project has been duly authorized by the Municipality.
4. The Municipality has all requisite legal power and authority to, and has been duly authorized under the terms and provisions of the Ordinance to, execute and deliver, and perform its obligation under the Loan Agreement
5. The Loan Agreement has been duly authorized, executed, and delivered by the Municipality and constitutes a valid and binding agreement of the Municipality enforceable in accordance with its terms, subject to enforcement of remedies to any applicable bankruptcy, reorganization, insolvency, moratorium or other similar laws affecting creditors' rights heretofore or hereafter enacted, and subject further to the exercise of judicial discretion in accordance with general principles of equity. In rendering this opinion, I have assumed due authorization, execution, and delivery of the Loan Agreement by the State, acting by and through KDHE.
6. The Municipality has duly authorized the Dedicated Source of Revenue for repayment of the Loan to be made pursuant to the Loan Agreement.
7. To the best of my knowledge, the execution and delivery of the Loan Agreement by the Municipality will not conflict with or result in a breach of any of the terms of or constitute a default under any ordinance, indenture mortgage, deed of trust, lease or other agreement or instrument to which the Municipality is a party or by which it or any of its property is bound or any of the rules or regulations applicable to the Municipality or its property or of any court or other governmental body.

Very truly yours,

Leonard Buddenbohm
City of Valley Falls
City Attorney

FORM OF MUNICIPALITY ORDINANCE

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF VALLEY FALLS, KANSAS
HELD ON OCTOBER 18, 2023**

The Governing Body of the City met in regular session at the usual meeting place in the City, at 6:30 PM, the following members being present and participating, to-wit:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

(Other Proceedings)

Thereupon, there was presented an Ordinance entitled:

AN ORDINANCE AUTHORIZING THE EXECUTION OF A LOAN AGREEMENT BETWEEN THE CITY OF VALLEY FALLS, KANSAS AND THE STATE OF KANSAS, ACTING BY AND THROUGH THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT FOR THE PURPOSE OF OBTAINING A LOAN FROM THE KANSAS WATER POLLUTION CONTROL REVOLVING FUND FOR THE PURPOSE OF FINANCING A WASTEWATER TREATMENT PROJECT; ESTABLISHING A DEDICATED SOURCE OF REVENUE FOR REPAYMENT OF SUCH LOAN; AUTHORIZING AND APPROVING DOCUMENTS IN CONNECTION THEREWITH; AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION WITH THE LOAN AGREEMENT.

Thereupon, Council Member _____ moved that said Ordinance be passed. The motion was seconded by Council Member _____. Said Ordinance was duly read and considered, and upon being put, the motion for the passage of said Ordinance was carried by the vote of the Governing Body, the vote being as follows:

Yes: _____.

No: _____.

Thereupon, the Mayor declared said Ordinance duly passed and the Ordinance was then duly numbered Ordinance No. 2023-01 and was signed and approved by the Mayor and attested by the Clerk. The Clerk was directed to publish the Ordinance on time in the official newspaper of the City.

(Other Proceedings)

On motion duly made, seconded and carried, the meeting thereupon adjourned.

(SEAL)

Clerk



City of Valley Falls

Established 1854

Interest Form

CONTACT INFORMATION

NAME: (LAST)			(FIRST)	(M.I.)	
DATE OF BIRTH:		DRIVER LICENSE #:			
PHONE:		ALT PHONE:			
EMAIL:					
MAIL BILLS TO: STREET		CITY	Valley Falls	STATE KS	POSTAL CODE 66088

GENERAL INFORMATION

Please indicate the boards you would like to serve on:

- Planning & Zoning Commission
- Community Development Board

I have previously served on a Board, Commission, or Committee of the City of Valley Falls.

Please indicate any boards, commissions, or committees you are currently serving or have served on in the past.

Are you related to a member of the City Council or City staff? YES NO

If so, please provide name:

Please indicate why you are interested in serving on a board or commission for the City of Valley Falls.

Please provide your experience or background as it relates to the Board

ACKNOWLEDGEMENT & UNDERSTANDING

As a board or commission applicant, I understand that appointed members are expected to attend meetings (meeting frequency and times vary), and I commit to making myself available to attend such meetings.

I understand that my involvement on the board, commission, or committee is advisory in nature, and that under no circumstances shall I act on behalf of or for the City of Valley Falls or purport to have the authority to bind the Corporation.

I agree that, if appointed, I will adhere to the volunteer responsibilities and expectations as well as the code of conduct. I understand that all boards, commissions, or committee and their members follow Kansas Open Meeting Act, Kansas Open Records Act, Code of Conduct, and other guiding documents, and I agree to adhere to and conduct myself in accordance with those rules and regulations.

I consent to the City conducting a basic background check by submitting this form.

APPLICANT SIGNATURE:

DATE:



ORDINANCE NO. 1-800

AN ORDINANCE AMENDING CHAPTER 1 OF THE CITY CODE OF THE CITY OF VALLEY FALLS, KANSAS, AS ORIGINALLY ADOPTED BY ADDING SECTION 8, A CODE OF ETHICS FOR ANY BOARD, COMMISSION, OR COMMITTEE AND ITS MEMBERS AND PROVISIONS FOR REMOVAL OF ANY BOARD, COMMISSION, OR COMMITTEE MEMBER

WHEREAS, the Governing Body of the City of Valley Falls, Kansas, desires to approve such amendments to the City Code in accordance therein;

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF VALLEY FALLS, KANSAS;

Section 1. That Chapter 1 shall be amended to add the following provisions:

CHAPTER I. ADMINISTRATION

ARTICLE 8. BOARDS, COMMISSIONS, AND COMMITTEES

1-801 CODE OF ETHICS FOR ANY BOARD, COMMISSION, OR COMMITTEE

A. Adoption of Code of Ethics

There is hereby established a Code of Ethics for all Board, Commission, or Committee members of the City. For the purpose of this section, Board, Commission, or Committee members shall herein be referred to as Appointed Officials in Article 8.

The proper operation of democratic government requires that Appointed Officials be accountable to the people they serve. This Code aims to establish a process to determine whether an Appointed Official has committed misconduct, promote and maintain the highest ethical standards of conduct for appointed officials, and encourage public confidence in the City's services and the public trust of its decision-makers.

B. Responsibilities of Public Office

Appointed Officials of the City are bound to uphold and carry out impartially the laws of the United States, the State of Kansas, and the City of Valley Falls, and thus are expected to foster respect for all levels of government.

C. Official Misconduct

Appointed officials of the City shall not commit official misconduct. Official misconduct includes:

1. **Discrimination.** Appointed officials shall not discriminate based on sex, race, color, ethnic background, religion, age, national origin, gender, sexual orientation, disability, gender identity, or gender expression of employees in their employment with the City or individuals in their use and enjoyment of the services, privileges, and advantages of the City. This provision does not prohibit officials from making appointments, filling vacancies, or otherwise engaging the public in such a way as to include community members with diverse backgrounds based on sex, race, color, ethnic background, religion, age, national origin, gender, sexual orientation, disability, gender identity, or gender expression.
2. **Nepotism.** To avoid conflicts of interest or perceptions of a conflict, no two family members shall serve on the same Board, Commission, or Committee. Appointed Officials should not request or recommend family members for employment with the City. This provision shall not prevent an Appointed Official from providing a recommendation for their minor child(ren)'s temporary

employment with the City. For purposes of this provision, “family member” is defined as the spouse, child, or parent.

3. **Personal Gifts and Favors.** Appointed Officials shall not accept personal gifts where they know or should know a personal gift worth more than a nominal value (\$50.00 or more) would not be extended to them except for their official position or where they know or should know a personal gift is intended to influence their official actions. This provision shall not apply to:
 - a) an award publicly presented in recognition of public service
 - b) gifts conferred on account of kinship or other personal, professional, or business relationships independent of the official status of the receiver
 - c) trivial gifts involving no substantial risk of undermining official impartiality.
4. **Pre-Acquisition of Interest.** Appointed Officials shall not acquire a personal financial interest in a contract or transaction which is under consideration by the City if the official learns while acting within the scope of their official duties that they will obtain a personal financial benefit by the action of the City on such contract or transaction.
5. **Private Use of Public Resources.** Appointed Officials shall not use public resources that they may use in their official capacity (e.g., City-owned vehicles, City staff time, equipment, supplies, property, etc.) for private gain, personal purposes, or other activities not related to City business unless otherwise authorized by law or City policy. Prohibited activities unrelated to City business include using public resources to post or otherwise interact on social media pages, pursue personal commercial endeavors, or conduct political activity to include the activity prohibited by K.S.A. 25-4169a, and amendments thereto.
6. **Representation of Private Interests.** To avoid creating the appearance of impropriety, undue influence, and impartiality, Appointed Officials shall not appear on behalf of the private interests of any person or business entity before the City Council, Board, Commission, Committee, or any Plural Authority to which they have been appointed unless they are representing themselves, their spouse, or their minor child(ren). This provision does not prohibit an Appointed Official from attending City Council, Board, Commission, Committee, or Plural Authority meetings in the performance of public or civic obligations.
7. **Use or Disclosure of Confidential Information.** Appointed Officials shall not, without proper legal authorization, disclose any confidential or privileged information provided to them in their official capacity nor use such information to advance their personal, financial, or other private interests. For the purposes of this provision, “confidential or privileged information” includes any material information discussed in a closed or executive meeting that is specifically related to the basis for the closed or executive meeting and has not previously been made available to the public. Any record or information therein that has not previously been made available to the public and the official knows or should know is confidential.
8. **Bylaws and Ethics Specific to Board, Commission, or Committee.** Appointed Officials shall not violate any Bylaws or Ethics specific to the Board, Commission, or Committee of which they are serving

1-802 REMOVAL OF ANY BOARD, COMMISSION, OR COMMITTEE MEMBER.

- A. Members of any board, commission, or committee may be removed by a majority vote of the City Council for any of the following reasons:
 - a. Committing any act constituting a felony; or
 - b. Committing any act constituting a violation of any penal statute involving moral turpitude.

- B. A majority vote of the city council may remove any member of any board, commission, or committee at any time for the following reasons:
 - a. Misconduct in office;
 - b. Failure to perform duties as prescribed by law;
 - c. For such other good and sufficient cause so deemed by the city council. Cause shall include, but not be limited to, violations of any conflict-of-interest policy or law; neglect of duty; violation of any applicable law, regulation, or policy; excessive unexcused non-attendance at meetings; or conduct which raises questions concerning the city's business practices or impartiality.

Notice of the city council meeting and an opportunity to be present and be heard at the time and place scheduled for said meeting shall be provided to any board, commission, or committee member for whom removal is being considered under these provisions. Notice and opportunity to be heard will not be required if the city council learns of the conviction of an act of moral turpitude by a board, commission, or committee member having occurred before the board, commission, or committee member was first appointed and the council was not previously informed of the same.

Section 2. Effective Date

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

PASSED AND APPROVED by the Governing Body on October 18, 2023.

Jeanette Shipley, Mayor

ATTEST
(SEAL)

Christine Weishaar, City Clerk

Perry LK NR Perry, KS - 06890898

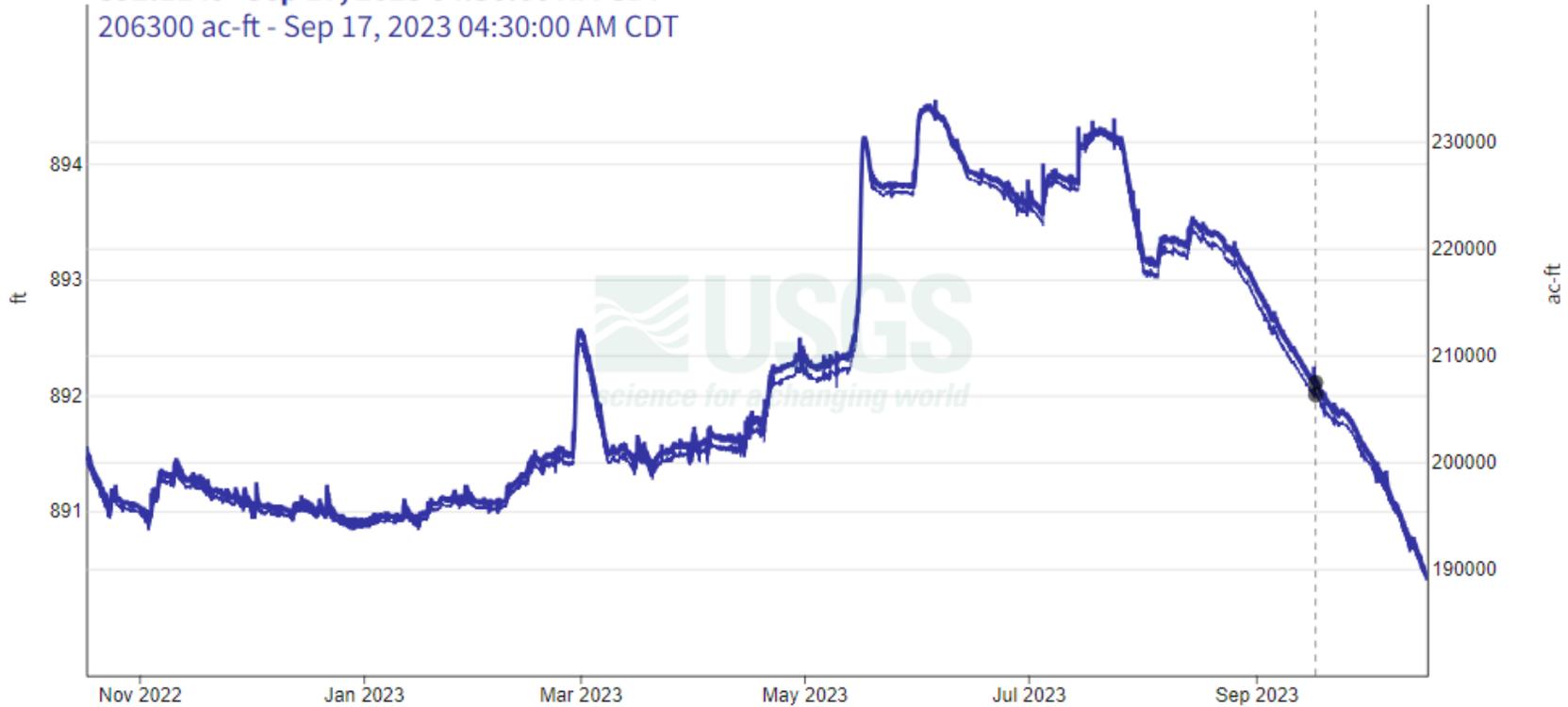
October 17, 2022 - October 17, 2023

Lake or reservoir water surface elevation above NGVD 1929, feet

Reservoir storage, acre-feet

892.11 ft - Sep 17, 2023 04:30:00 AM CDT

206300 ac-ft - Sep 17, 2023 04:30:00 AM CDT



Lake Levels 30 Day Historical as of 10/17/2023	
30 Days	892.13 ft
15 Days	891.46 ft
10 Days	891.11 ft
5 Days	890.71 ft
Today	890.42 ft

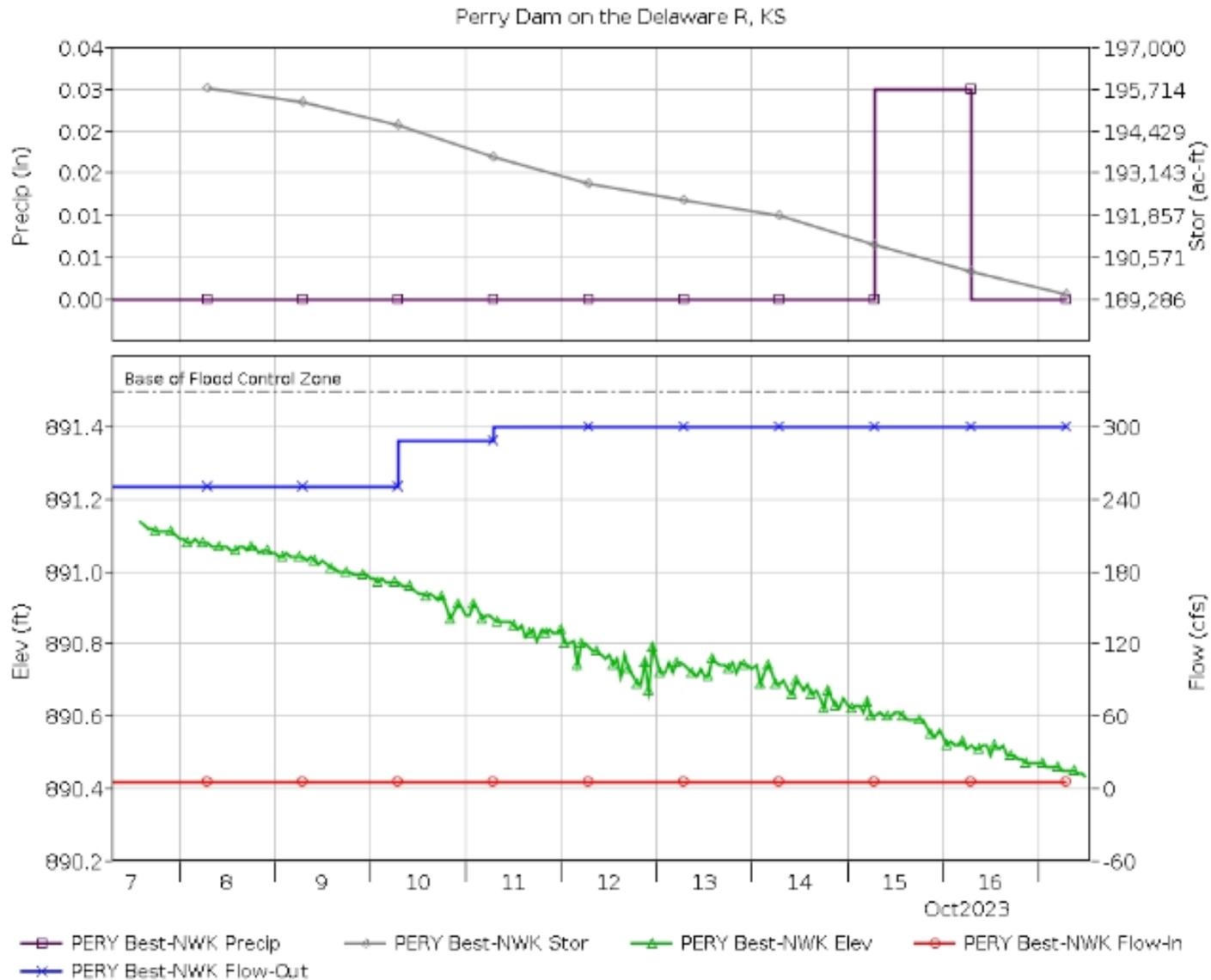
Emergency Water Plan Triggers	
Stage 1	Falls below 890 ft
Stage 2	Falls below 889 ft
Stage 3	Falls below 888 ft
Lake is falling at an average of .069 ft/ day.	

NWK-Perry Dam Reservoir (NIDID=KS00009 CWMS Location Code=5651030)

Elev = 890.43 (ft MSL) as of: 17/OCT/2023 17:00. Outflow = 300 (cfs) as of: 17/OCT/2023 12:00. Inflow = 5 (cfs) as of: 17/OCT/2023 12:00. Reservoir Storage = 189232 (ac-ft) as of: 17/OCT/2023 17:00. Surface Water Temperature = 63 (DegF) as of: 17/OCT/2023 12:00.

10/17/2023

Perry Lake Pool Elevation / Inflows / Releases



DROUGHT / EMERGENCY CONTINGENCY

The City of Valley Falls addresses its short-term water shortage problems through a series of stages based on conditions of supply and demand with accompanying triggers, goals, and actions. Each stage is more stringent in water use than the previous stage since water supply conditions are more deteriorated. The City Administrator is authorized by Ordinance to implement the appropriate conservation measures.

STAGE 1 : WATER WATCH

Triggers

This stage is triggered by any of the following conditions:

1. The City storage has fallen below the 85 percent capacity.
2. The demands for one day is in excess of 275,000 gallons per day (
3. Lake Perry water level falls to an elevation of 890 feet

Goals

The Goals of this stage are to heighten awareness of the public on water conditions and to maintain the integrity of the water supply system.

Education Actions

1. The City will make occasional news releases to the local media describing present conditions and indicating the water supply outlook for the upcoming season.
2. Previous months summaries of precipitation, temperature, water levels, and storage will be made public at the beginning of each month.

Management Actions

Leaks will be repaired within 48 hours of detection

The City will monitor its use of water and will curtail activities such as hydrant flushing and street cleaning.

Regulation Actions

The public will be asked to curtail some outdoor water use and to make efficient use of indoor water, i.e. wash full loads of laundry, take short showers, don't let faucets/toilets run, etc.

DROUGHT / EMERGENCY CONTINGENCY

STAGE 2 : WATER WATCH

Triggers

This stage is triggered by any of the following conditions:

1. The City storage has fallen below the 70 percent capacity.
2. The demands for one day is in excess of 300,000 gallons gallons per day (
3. Lake Perry water level falls to an elevation of 889 feet

Goals

The Goals of this stage are to reduce the peak demands by 20% and to reduce overall weekly consumption by 10%.

Education Actions

1. The City will make weekly news releases to the local media describing present conditions and indicating the water supply outlook for the upcoming week.
2. Previous weeks summaries of precipitation, temperature, water levels, and storage will be made public each Thursday.
3. The City will place inserts in each customer's water bill outlining tips on conserving water indoors and outdoors.
4. Water conservation articles will be provided to the local newspaper.

Management Actions

City water supplies will be monitored daily.

Leaks will be repaired within 24 hours of detection

The City will curtail its water usage, including the operation of fountains, watering of City grounds, and washing vehicles.

Regulation Actions

1. An odd/even lawn watering system will be imposed on City residents. Residents with odd-numbered addresses will water on odd days, even addresses will water on even days.
2. Outdoor water use, including lawn watering and car washing will be restricted between the hours of 10:00 am and 9 pm.
3. Refilling of swimming pools will be allowed one day a week after sunset.
4. Excess water use charges for usage of water over the amount used in winter will be imposed.

DROUGHT / EMERGENCY CONTINGENCY

STAGE 3 : WATER WATCH

Triggers

This stage is triggered by any of the following conditions:

1. The City storage has fallen below the 50 percent capacity.
2. Treatment plant operations are at 80% capacity for more than three consecutive days.
3. The demands for one day is in excess of 325,000 gallons per day (
4. Lake Perry water level falls to an elevation of 888 feet

Goals

The Goals of this stage are to reduce the peak demands by 50% and to reduce overall weekly consumption by 25%.

Education Actions

1. The City will make daily news releases to the local media describing present conditions and indicating the water supply outlook for the next day.
2. The City will hold public meetings to discuss the emergency, the status of the City water supply, and further actions which need to be taken.

Management Actions

1. City water supplies will be monitored daily.
2. Leaks will be repaired within 24 hours of detection
3. System pressure will be maintained below 60 pounds per square inch.
4. The City will seek emergency supplies from other users, the State, or the Federal government.

Regulation Actions

1. Outdoor water use will be banned
2. Waste of water will be prohibited.



City of Valley Falls

Established 1854

COUNCIL MEETING DATE: October 4 and 18th, 2023

INVOICES IN THE TOTAL AMOUNT OF: \$123,109.70

APPROVED:

STATE OF KANSAS

COUNTY OF JEFFERSON

I hereby certify that the attached bills are just and correct 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 October 2023

City Clerk

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
ADVANCE	LIFE INSURANCE				
AFLAC CAFETERIA	AFLAC	176.46		22073479	9/27/23
AFLAC CAFETERIA	AFLAC	176.46	352.92	22073479	9/27/23
AFLAC VISION	VISION INSURANCE		356.58	23658	10/04/23
AT&T	Cell Phones	270.57		22073481	9/21/23
AT&T	Cell Phones		270.57		
AUDREE GUZMAN	LKM Conference Mileage		240.80	23678	10/18/23
BLUE CROSS BLUE SHIELD OF KS	HEALTH INSURANCE		7,168.13	22073496	10/18/23
CHAMPION PEST & LAWN SOLUTIONS	PEST CONTROL		70.00	23660	10/04/23
CORE & MAIN	WATER REPAIR CLAMPS		1,713.01	23661	10/04/23
COUNTRY HARVEST APPLE MARKET	WATER		12.97	23662	10/04/23
DAVIS PUBLICATION	Setback Ordinance, Ads		205.00	23679	10/18/23
DM ELECTRIC LLC	Breaker at RV Park		101.41	23680	10/18/23
EFTPS	FED/FICA TAX	3,884.74		22073475	9/27/23
EFTPS	FED/FICA TAX	4,004.25	7,888.99	22073492	10/11/23
EVERGY	ELECTRIC		4,985.45	22073485	10/06/23
GIANT COMMUNICATIONS	Phone		86.17	23663	10/04/23
GWORKS	UB HUB	64.00		23664	10/04/23
GWORKS	Annual License/ Support	12,168.00	12,232.00	23681	10/18/23
HAWKINS	Chlorine Cylinder		40.00	23682	10/18/23
HEINEN REPAIR SERVICE, Inc	FERRIS MOWER REPAIR		170.00	23665	10/04/23
ICMA Membership Renewals	ICMA Annual Membership		364.00	23683	10/18/23
JEANETTE SHIPLEY	LKM Conference Reimbursement		293.52	23684	10/18/23
JEPSON & ASSOCIATES INSURANCE	PROPERTY/ GL INSURANCE		1,294.00	23666	10/04/23
JIMMY'S STUMP REMOVAL	Code Enforcement		150.00	23667	10/04/23
KANSAS GAS	NATURAL GAS		179.01	22073484	10/04/23
KANSAS ONE CALL SYSTEM	KANSAS 811 DIG SAFE		7.20	23668	10/04/23
KANSAS STATE TREASURER	Pool Bond		18,938.75	22073472	9/29/23
KANSAS UNEMPLOYMENT	3rd Qtr Unemployment Tax		42.82	22073487	10/04/23
KDHE BUREAU OF WATER	Wastewater Permit Fee		185.00	23685	10/18/23
KDHE LABORATORIES	Waster Samples		829.00	23686	10/18/23
KDOR MISC TAX SECTION	Clean Drinking Water Fee		391.41	23687	10/18/23
KDOR ST-16	3rd Qtr	902.21		22073488	10/04/23
KDOR ST-16	3rd Qtr Amended	34.00	936.21	22073489	10/04/23
KDOR ST-36	3rd Qtr Amended	585.62		22073490	10/04/23
KDOR ST-36	3rd Qtr 2023	936.21	1,521.83	22073491	10/04/23
KPERS	KPERS TIER III	2,460.96		22073477	9/27/23
KPERS	KPERS TIER III	2,384.93	4,845.89	22073494	10/11/23
KPERS457	KPERS ROTH	910.00		22073478	9/27/23
KPERS457	KPERS ROTH	910.00	1,820.00	22073495	10/11/23
KSDOR PAYROLL	STATE TAX	638.66		22073476	9/27/23
KSDOR PAYROLL	STATE TAX	589.12	1,227.78	22073493	10/11/23
LEONARD L. BUDDENBOHM	City Attorney Charges		1,000.00	23669	10/04/23
LKM	City Forum Olathe		24.00	23688	10/18/23
MID-AMERICAN RESEARCH CHEMICAL	DEGREASER		459.24	23670	10/04/23
MIDWAY AUTO SUPPLY	oil, antifreeze, hydraulic flu		271.30	23689	10/18/23
MOTOROLA SOLUTIONS INC	CAMERAS AND CLOUD STORAGE		5,580.00	23671	10/04/23
PEC	SEWER PH 1		24,043.70	23672	10/04/23
PETRO VALLEY FALLS	FUEL		1,369.35	23677	10/05/23
RAYS TOWING	TOWING		284.00	23674	10/04/23
ULINE	FLAMMABLES CABINET		2,418.01	23690	10/18/23
VISA 0873	PAPER, EMPLOYEE LUNCHEON		565.48	22073482	10/04/23
VISA 0899	CAMERA, THUMB DRIVE, BAGS		846.89	22073483	10/04/23
VISA 0949	Adobe, bags, lkm conference		1,676.67	22073486	10/04/23

CLAIMS REPORT
Check Range: 9/21/2023-10/18/2023

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
WASTE MANAGEMENT	Trash Service		12,780.47	23691	10/18/23
WERRING LAW LLC	City Prosecutor Services		500.00	23692	10/18/23
WESTERN CONSULTANTS	SEWER PHASE 1		2,133.50	23675	10/04/23
WESTERN HARDWARE & AUTO	Drill bits, glass cleaner		116.67	23693	10/18/23
WICHITA STATE UNIVERSITY	WOMEN IN PUBLIC SERVICE		120.00	23676	10/04/23
			=====		
	Accounts Payable Total		123,109.70		

**CLAIMS REPORT
CLAIMS FUND SUMMARY**

FUND	NAME	AMOUNT
100	GENERAL FUND	34,629.28
500	BOND & INTEREST	18,938.75
720	WATER UTILITY	20,168.01
730	SEWER UTILITY	36,593.19
740	SOLID WASTE (TRASH)	12,780.47

	TOTAL FUNDS	123,109.70



City of Valley Falls

Established 1854

City Administrator Report City Council October 18, 2023

Daily Operations

1. **Codification** Waiting for the initial draft.
2. **Capital Improvement Plan** Will be reviewed again at next Work Session in November.
3. **Pool Fund** Sent out Thank You Cards for the Pool Fund for Donations received on VFCF Match Day. We received a total of \$1,867.86 in donations. This does not include the Match portion, which is still being calculated. The last estimate of the match was \$.45 for every \$1.00!
4. **KEDA Conference** Attended the Kansas Economic Development Association Annual Conference in Topeka on September 26th - 27th.
5. **LKM** Attended the LKM Conference in Wichita on October 7th - 9th.
6. **Welcome Sign** Finalized the design for new welcome sign on Sycamore for Chamber of Commerce.
7. **204 Walnut St Condemnation** Next update October 4th.
8. **419 Broadway St Condemnation** Business closing. Building will be sold.
9. **Community Development Board** -Needing one more member to start meetings.
10. **Planning Commission** - Met on September 14th to hold public hearing for front yard setback change. Next meeting is October 12th at 6:30 PM.

Grants & Projects

1. **CDBG Sewer Project Phase 1** - Construction began May 1st. \$100K under budget. Will work with PEC to prioritize Add Alternate.
2. **SS4A Grant** - Awarded grant of \$40,000 Federal Funding and \$5,000 KDOT. PEC and USDOT notified of award as consultant.
3. **HEAL Grant** Met with Zac Brown to resubmit the HEAL Grant for Brown Brothers 405/407 Broadway.
4. **LSSE Grant** Awarded \$26,550 from State, \$6,000 from Jefferson County Substance Abuse Council, and \$10,190 city match. This grant will purchase new radios and Enterpol RMS.
5. **T-Mobile Grant** Resubmitted grant. Awards anticipated mid-November.
6. **KDOT Innovative Technology Grant** Submitted the Intent to Apply to KDOT. Waiting for application.
7. **K-4 / K-16 Street Lights** -A speed study and safety study (lighting) were conducted for K-16 and K-4 Highways. The recommendations from the speed study are: installation of a speed radar sign on K-4, increased enforcement, and reduce the speed on west K-16 from 45 to 35. The recommendations from the safety study are: Install reflective decals on the post of the stop signs, paint stop lines on K-16, mark the island with reflective paint at K-4/K-16 junction, possible route pavement markings on K-4 to mark K-16 turnoff, move the entrance to Sewer Lagoons further South on K-4 and install end of roadway sign at K-16/ K-4 intersection. All recommendations will be completed by KDOT by the end of the year with the exception of the driveway. The KDOT maintenance crew will evaluate whether they can move the entrance to the lagoons. No lighting was warranted at the K-16/ K-4 intersection due to low traffic counts and crash logs. Final reports for the speed study and safety study will be sent once the lagoon entrance has been evaluated.
8. **Opioid Settlement** -Total received to date is \$2,952.96. \$842.44 expended.
9. **American Rescue Plan Act (ARPA)** - Projects completed to date include: gWorks Software, RV Park Electrical Upgrade. Funds used to date: \$23,851.40. Projects pending to date include: KDOT TA Downtown Streetscape Project. Remaining Funds: \$152,106.96.
10. **Automatic Water Meters** - 16 meters left to install.
11. **KDHE Lead & Copper** Lead & Copper Inventory due to KDHE by October 16, 2024. Grant approved for KDHE Technical Assistance. Contacted KDHE for further instructions.

BANK NAME	AUGUST	SEPTEMBER	SEPTEMBER	SEPTEMBER	INVOICES	BANK	2023	YTD	BUDGET
FUND GL NAME	CASH BALANCE	RECEIPTS	DISBURSMENTS	CASH BALANCE	PAID	BALANCE	BUDGET	BILLS	REMAINING
GENERAL OPERATING FUND									
100 CASH - CHECKING	182,976.97	4,447.59	43,213.36	144,211.20	13,202.21		729,701.00	603,555.12	126,145.88
160 CASH - CHECKING	5,383.19	0.00	0.00	5,383.19			6,500.00		6,500.00
200 CASH - CHECKING	151,782.12	2,000.00	0.00	153,782.12			50,000.00	13,741.90	36,258.10
300 CASH - CHECKING	74,512.87	0.00	0.00	74,512.87			172,841.00	6,500.00	166,341.00
400 CASH - CHECKING	726.71	0.00	0.00	726.71			63,000.00	64,105.00	1,105.00-
500 CASH - CHECKING	185,598.32	2,500.00	0.00	188,098.32			182,393.00	104,298.49	78,094.51
600 CASH - CHECKING	77,999.21	0.00	0.00	77,999.21			60,000.00		60,000.00
720 CASH - CHECKING	66,044.82	29,254.94	24,868.90	70,430.86	12,130.92		543,500.00	345,741.25	197,758.75
721 CASH - CHECKING	28,198.34	4,100.00	0.00	32,298.34			50,000.00	9,501.66	40,498.34
730 CASH - CHECKING	190,847.51	12,643.54	43,794.18	159,696.87	31,728.71		3,821,000.00	921,042.48	2,899,957.52
731 CASH - CHECKING	36,300.00	4,100.00	0.00	40,400.00			50,000.00	1,400.00	48,600.00
740 CASH - CHECKING	76,817.88	8,939.52	12,780.47	72,976.93	12,780.47		258,000.00	125,120.71	132,879.29
790 CASH - CHECKING	0.00	0.00	0.00	0.00					
GENERAL OPERATING FUND TOTALS	1,077,187.94	67,985.59	124,656.91	1,020,516.62	69,842.31	950,674.31	5,986,935.00	2,264,848.92	3,722,086.08
CHECKING - POOL									
160 CASH - CHECKING POOL	0.00	0.00	0.00	0.00			6,500.00		6,500.00
CHECKING - POOL TOTALS	0.00	0.00	0.00	0.00	0.00		6,500.00		6,500.00
VF PUBLIC BUILDING COMMISSION									
500 MONEY MARKET- PUBLIC BUILDING	15,747.61	0.00	0.00	15,747.61			182,393.00	104,298.49	78,094.51
VF PUBLIC BUILDING COMMISSION	15,747.61	0.00	0.00	15,747.61	0.00	15,747.61	182,393.00	104,298.49	78,094.51
KENALL BANK CD'S									
300 CD X1565	0.00	0.00	0.00	0.00			172,841.00	6,500.00	166,341.00
500 CD X0971	153,500.00	0.00	0.00	153,500.00			182,393.00	104,298.49	78,094.51
720 CD X0503	0.00	0.00	0.00	0.00			543,500.00	345,741.25	197,758.75
720 CD X0524	0.00	0.00	0.00	0.00					
720 CD X0535	0.00	0.00	0.00	0.00					
721 CD X0503	0.00	0.00	0.00	0.00			50,000.00	9,501.66	40,498.34
721 CD X0504	0.00	0.00	0.00	0.00					
721 CD X0535	0.00	0.00	0.00	0.00					
731 CD X2279	91,083.20	0.00	0.00	91,083.20			50,000.00	1,400.00	48,600.00
KENALL BANK CD'S TOTALS	244,583.20	0.00	0.00	244,583.20	0.00	244,583.20	998,734.00	467,441.40	531,292.60



City of
VALLEY FALLS

Incorporated May 17, 1869

Public Works Report
October 4, 2023

Water:

Fixed a water leak on Oak Street that turned out to be 2 leaks only 2 feet apart from one another

Fixed a water leak on Frazier Street at the fairgrounds that was due to a solder joint pulling out

Fixed water leak on Maple St

Generator at Hurst Tower is fully operational, but they have not done the test run on it yet.

Separated the shut off for the RV Park Hydrants and Bathroom. Now water can stay on year-round for RV Spots

Cleaned Hurst Tower

Sewer:

Continue to work with the crews on the sewer project

Attended the sewer project progress meeting

Finished the diversion box disassembly portion of the repair that needs to be completed at the lagoon will need to purchase new material to put back in to complete the repair

Streets:

Regraded a couple of alleys

Compiling a list of potholes and other areas that are in need of repair

General:

The pool is completely winterized.



City of
VALLEY FALLS

Incorporated May 17, 1869

Police Department Report
October 18, 2023

- Officers walked the Jefferson County Humane Society dogs that are up for adoption around Grasshopper Falls Day. The dogs were a hit with the general public.
- Jermaine Scherer, a Valley Falls resident, accompanied me to make contact with people seeking recovery in our community. The gift bags that had been purchased with the opioid settlement money were given out. The purpose of Mr. Scherer accompanying me and speaking to them about his struggle with addiction and his road to recovery. While talking with them, they were invited and encouraged to attend the local AA/NA meetings.
- It was requested by a few people in the community to host a NARCAN training for the public. The NARCAN would be able to provide the NARCAN at no cost from another donation that is given by another law enforcement agency that has access to it free of charge.
- KLETC has sent the training for Officer Brosa. He is scheduled in December to take the challenge exam to become certified.
- Starting in October, officers will utilize a few hours at least once a month to spend time at the range with Officer Brosa. The training is to make the department better than average at their proficiency with firearms.
- VFPD attended training provided by Willows. Along with Willows training, officers had been trained on the new Investigative Forms for DV and Safety Planning for DV victims if they choose not to contact an emergency shelter. Created Policy and Procedure for DV calls.
- Officer Taylor and myself attended training for Recognizing and Responding to Persons with Mental Illness provided by Mental Health America of the Heartland

Calls for service:

09/18 Firearm Maintenance
09/19 Traffic stop
09/21 Traffic stop
09/21 Traffic stop
09/22 Accident non-injury
09/22 Business checks
09/22 Vehicle maintenance
09/22 Theft/Burglary
09/22 VF game
09/22 Business checks
09/22 Traffic stop
09/22 VF game
09/23 Business checks
09/23 Welfare check (outside agency asst)
09/23 Traffic stop
09/23 Traffic stop
09/23 Traffic stop
09/23 Warrant arrest
09/25 Suicidal subject
09/26 Accident non-injury
09/27 Civil process served
09/27 Lift assist
09/28 Business checks
09/28 911 hang up
09/28 Traffic stop
09/29 Damage to Property
09/29 Assist hearing impaired residence
09/29 Traffic stop
09/29 Traffic stop
09/29 Lift assist
09/29 Traffic stop
09/29 DUI arrest
09/30 Business checks
09/30 Outside agency assist
10/01 Traffic Stop
10/03 Battery
10/03 Served papers
10/03 Accident non-injury
10/03 Traffic stop
10/03 Traffic stop
10/03 October Fest
10/03 VIN Inspection
10/03 Traffic stop
10/05 Building checks
10/05 Traffic stop
10/05 Traffic Stop
10/05 Homecoming Parade
10/05 Traffic Stop
10/05 Traffic Stop
10/05 Football game
10/05 Traffic Stop
10/06 Building checks
10/07 Traffic Stop
10/07 Traffic Stop
10/07 Traffic Stop
10/07 Traffic Stop
10/08 Building checks
10/10 Agg Burglary report
10/11 Burglary follow-up
10/11 Traffic Stop
10/12 Traffic Stop
10/12 Traffic Stop
10/12 Building checks
10/12 Traffic Stop
10/12 Traffic Stop
10/12 Alarm
10/12 Traffic Stop (x3)
10/13 Traffic stop (x5)
10/13 Building checks

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;