



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.

December 1, 2021 6:30 PM
Regular Meeting

CALL TO ORDER
PLEDGE OF ALLEGIANCE
ROLL CALL - City Council and Staff
MINUTES - Regular Meeting of November 17, 2021
MINUTES - Special Meeting of November 19, 2021
INVOICES - \$30,505.65

PUBLIC COMMENTS & GUESTS
Public Comment Policy

BUSINESS ITEMS

- A. Access Road- USD 338
- B. KHP Vehicle Quote
- C. Kendall Bank - Online Banking Access for Audree
- D. Cereal Malt Beverage License - Stewart's Ol' Store Smokehouse
- E. 2022 Reserved Holidays
- F. 2022 Council Meeting Dates
- G. 2022 Court Dates
- H. Taser Quote
 - a. Memo from Chief Bines
- I. KPERS 457 Plan
 - a. Joinder Agreement
 - b. Supplement to Joinder Agreement
 - c. Resolution 2021-06

ORDINANCES, RESOLUTIONS, & PROCLAMATIONS: KPERS 457 Resolution 2021-06

TABLED ITEMS: None.

REPORTS:

CITY ADMINISTRATOR: Audree Aguilera

MAYOR: Lucy Thomas

PUBLIC WORKS: Bill McCoy

POLICE: Brandon Bines

CITY COUNCIL COMMENTS/ FEEDBACK/ IDEAS

ANNOUNCEMENTS/ COMMUNICATIONS:

- City Offices Closed on December 23rd and 24th for Christmas.

EXECUTIVE SESSION

RECESS FOR WORK SESSION ON DECEMBER 8TH, 2021.

CITY OF VALLEY FALLS

November 17, 2021

Meeting Minutes

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

Staff present: Audree Aguilera, City Administrator, Bill McCoy, Public Works Director, Chief Brandon Bines, Chris Weishaar, City Clerk, and City Attorney, Leonard Buddenbohm.

Others present were Connie Fridley, Jeanette Shipley, Dianne Heinen, and Scott Heinen.

The minutes from the November 3, 2021, meeting was presented.

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

Vouchers:

The November 17, 2021, Vouchers were presented. Jennifer moved to approve vouchers totaling \$24,220.04. Mike seconded the motion. Motion carried 5-0.

Public Comments & Guests:

Dianne Heinen questioned the GWorks cost estimate.

Gary McKnight thanked everyone that came and helped decorate the park for Christmas.

Business Items:

GWorks software presentation by Audree and Chris. Startup costs, \$35,559.00. Discussion tabled to get more figures on costs of current of software and time spent calling support.

Hometown Christmas Donation - \$50.00

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

Ordinances, Resolutions, & Proclamations:

None.

Old Business:

None

New Business:

None

Committee Reports:

Administrative: 1) Met with Alex Darby from PEC on November 12th.

2) Met with ISO for Audit of Planning, Zoning, and Building Department. Gives discount on insurance based on score from the audit. Notice of score will be issued within 2 to 3 months.

3) Met with Keith Jeffers, Jefferson County Emergency Manager. Will be attending LEPC Meetings.

4) Working on retention schedule and file organization.

5) Working on creating fee schedule for city services.

6) Working on Sewer Development Plan for Barnes Addition.

7) Reviewed and developed a Cost- Benefit Analysis for gWorks Software vs. Jayhawk Software

8) New badges printed and delivered to appropriate departments.

Mayor: Meet and Greet went well. Attended League conference which was very informative.

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

Water: Got 20+ meters installed since last report

Cleaned south tower very little dirt was in it proving we are providing good clean water to our residents

Cleaned the sed basin at the water plant

Put in a call to have the heater in the carbon room repaired Jerry suggested that we look into purchasing a new heater due to current one is old and in need of repairs annually (estimated cost of \$6000-\$8000 for new explosion proof heater)

Streets: The Mulberry Street improvement project is going well they might be done by Wednesday (11-17-21) they did several full depth patches were the underlaying roadway was in disrepair

Pruned the worst of the low hanging branches on streets to clear bigger trucks

Sewers: Still awaiting the valve for the lagoon discharge

Reached out to A.C.E. and awaiting a callback regarding lagoon fences and grasshopper grove tree(s)

Parks: Got the leaves in the park mulched and will need to do it once again before the Christmas decorations go up

General: Tucking lot is cleared of all trees and have put in a call to B&B to have the remaining 2 stumps ground out due to proximity to gas line. Will be starting the back fill/leveling portion of the project next

Police: Officer Davidson has begun his field training on nightshift with Officer Bohannon and is doing well. Officer Davidson is on track to addend the police academy Jan 3, 2022.

Received Narcotics Information about drug activity – Investigation Ongoing

Will be starting to test the Axon body camera system to see if it works well for our agency's needs. We will have the equipment for approximately 2-3 month for trial purposes.

1 Felony Drug Arrest made and 1 Felony warrant / narcotics arrest made. Omnigo working very well and happy with our decision. We have begun issuing citations / warning using the Omnigo software and is much more efficient than handwritten citations and better for officer safety. Still in process with KBI to get system in the cars so that Officers can access driver license / plate information from state system. Had several animal complaints about stray cats and the trapping of cats. City Administrator and I will be getting a handle on what we can do about the cat situation along with finding housing for captured dogs. Discussion on getting a Part-time / on-call animal control officer. Will be advertising for Part-time Police Officers.

Fire board: No Report

Health Code: No Report
VFEDC: No Report
Swimming Pool: No Report

Executive Session:

Matters relating to non-elected personnel.

Jennifer makes a motion to t enter into executive session under the authority of K.S.A. 75-4319(b)(1), under the matters relating to non-elected personnel exception, with the jurisdiction of protecting the privacy of the individuals involve, to include the Mayor, City Council, City Administrator, and City Attorney. Gary seconded the motion. Motion carries 5-0.

Return at 8:03 pm.

ADJOURNMENT

Judy moved to adjourn the meeting. Salih seconded the motion. Motion carried 5-0.

APPROVED: _____
LUCILLE THOMAS, MAYOR

ATTEST: _____
CHRISTINE WEISHAAR, CITY CLERK

CITY OF VALLEY FALLS

November 19, 2021

Special Meeting

The meeting was called to order at 6:01 pm by Mayor Lucy Thomas. Council members present were, Salih Doughramaji, Mike Glissman, and Gary McKnight.

Staff present: Audree Aguilera, City Administrator.

Others present: None

Business Items:

Cereal Malt Beverage License – Dollar General

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

ADJOURNMENT

Salih moved to adjourn the meeting. Mike seconded the motion. Motion carried 3-0 adjourning the meeting at 6:03 pm.

APPROVED: _____
LUCILLE THOMAS, MAYOR

ATTEST: _____
CHRISTINE WEISHAAR, CITY CLERK



City of
VALLEY FALLS

Incorporated May 17, 1869

COUNCIL MEETING DATE: December 1, 2021

INVOICES IN THE TOTAL AMOUNT OF: \$30,505.65

APPROVED:

STATE OF KANSAS

COUNTY OF JEFFERSON

I hereby certify that the attached bills are just, correct, and remain unpaid, and that the amount therein is actually due and owing according to law.

Approved by:

City Administrator

Subscribed and sworn to before me this _____ day of December, 2021

City Clerk

AP Enter Bills Edit Report

City of Valley Falls (VFCITY)

Batch: AAABHD

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

1	JIMMY'S / Jimmy's Stump Removal									11012021
INSPECTIONS	12/1/2021	N	Y	Not Yet Assigned	12/1/2021	12/1/2021	12/1/2021	KSB		\$0.00
12/1/2021				N						\$120.00

Line	Type	Desc/Inv Stock/Alloc	Quantity Bought	Cost Per Unit	Line Extension
Inv/Alloc Desc	Serial Number	Discount	Discount Amt	Exp Date	
GL Expense Account	GL Prepaid Account				
1099 Type					

1	Direct Expense	Inspections	1.0000	\$120.0000	\$120.0000
				Y	\$0.00

01-600-5290

Non 1099 Payments

2	MARKSREP / Mark's Sons LLC									10282021 CHARGER
OIL/STARTING	12/1/2021	N	Y	Not Yet Assigned	12/1/2021	12/1/2021	12/1/2021	KSB		\$0.00
12/1/2021				N						\$103.50

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

1	Direct Expense	Charger Oil Chg	1.0000	\$103.5000	\$103.5000
				Y	\$0.00

01-200-5240

3	WESTERNHARD / Western Hardware And Auto									10012021110321
SUPPLIES	12/1/2021	N	Y	Not Yet Assigned	12/1/2021	12/1/2021	12/1/2021	KSB		\$0.00
12/1/2021				N						\$97.24

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

1	Direct Expense	parts	1.0000	\$1.2600	\$1.2600
				Y	\$0.00

01-400-5320

2	Direct Expense	parts	1.0000	\$22.9900	\$22.9900
				Y	\$0.00

01-400-5130

3	Direct Expense	parts	1.0000	\$38.1300	\$38.1300
				Y	\$0.00

03-000-5280

4	Direct Expense	parts	1.0000	\$3.7200	\$3.7200
				Y	\$0.00

04-000-5240

5	Direct Expense	parts	1.0000	\$5.9800	\$5.9800
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Tr. #	Vendor					Credit Card Vendor					Invoice #
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GL Date	Immediate GL Account			Credit Card	CC Reference #		Payment Date		Total Invoice		

10	CHAMBER / Valley Falls Chamber Of Commerce									4374
GIFT CERT	12/1/2021	N	Y	Not Yet Assigned	12/1/2021	12/1/2021	12/1/2021	KSB		\$0.00
12/1/2021				N						\$525.00

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

1	Direct Expense	21 Gift Certificates				21.0000		\$25.0000		\$525.0000
								Y		\$0.00

01-100-5260

11	SCHULTE / Schulte Supply Inc.									S1179472.001
ANNUAL DUES	12/1/2021	N	Y	Not Yet Assigned	12/1/2021	12/1/2021	12/1/2021	KSB		\$0.00
12/1/2021				N						\$4,245.00

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

1	Direct Expense	Neptune Service Fee				1.0000		\$4,245.0000		\$4,245.0000
								Y		\$0.00

01-300-5290

12	GALLS / Galls/Quartermaster									019709167, 68, 69,70
SHIRTS	12/1/2021	N	Y	Not Yet Assigned	12/1/2021	12/1/2021	12/1/2021	KSB		\$0.00
12/1/2021				N						\$238.00

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

1	Direct Expense	Shirts				7.0000		\$34.0000		\$238.0000
								Y		\$0.00

01-200-5270

13	KRPA / Kansas Recreation & Park Association									12941
DUES 2022	12/1/2021	N	Y	Not Yet Assigned	12/1/2021	12/1/2021	12/1/2021	KSB		\$0.00
12/1/2021				N						\$100.00

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

1	Direct Expense	Dues				1.0000		\$100.0000		\$100.0000
								Y		\$0.00

01-400-5110

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

14	JFTREAS / Jefferson County Treasurer									2021 TAXES
2021 TAXES	12/1/2021	N	Y	Not Yet Assigned	12/1/2021	12/1/2021	12/1/2021	KSB		\$0.00
12/1/2021				N						\$707.20

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

1	Direct Expense	Lot 5 Block 1				1.0000		\$25.9000	\$25.9000
								Y	\$0.00
01-100-5260									
2	Direct Expense	Lot 6 Block 1				1.0000		\$16.1800	\$16.1800
								Y	\$0.00
01-100-5260									
3	Direct Expense	Lot 7 Block 1				1.0000		\$6.4800	\$6.4800
								Y	\$0.00
01-100-5260									
4	Direct Expense	Lot 8 Block 1				1.0000		\$2.1600	\$2.1600
								Y	\$0.00
01-100-5260									
5	Direct Expense	Lot 9 Block 1				1.0000		\$2.1600	\$2.1600
								Y	\$0.00
01-100-5260									
6	Direct Expense	Lot 10 Block 1				1.0000		\$2.1600	\$2.1600
								Y	\$0.00
01-100-5260									
7	Direct Expense	lot 11 Block 1				1.0000		\$5.4000	\$5.4000
								Y	\$0.00
01-100-5260									
8	Direct Expense	Lot 12 Block 1				1.0000		\$6.4800	\$6.4800
								Y	\$0.00
01-100-5260									
9	Direct Expense	Lot 13 Block 1				1.0000		\$17.8000	\$17.8000
								Y	\$0.00
01-100-5260									
10	Direct Expense	Lot 11 Block 2				1.0000		\$28.0600	\$28.0600
								Y	\$0.00
01-100-5260									
11	Direct Expense	Lot 1 Block 1				1.0000		\$31.8400	\$31.8400

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

17	MARC / Mid-American Research Chemical									0747975-IN
NITRILE GLOVES	12/1/2021	N	Y	Not Yet Assigned	12/1/2021	12/1/2021	12/1/2021	KSB		\$0.00
12/1/2021				N						\$238.97

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

1	Direct Expense	Gloves				1.0000		\$238.9700	\$238.9700
								Y	\$0.00

04-000-5320

18	KDORCMB / KS Alcoholic Beverage Control CMB									DG/SOSS RENEWAL
DOLLARG/STEWARTS	12/1/2021	N	Y	Not Yet Assigned	12/1/2021	12/1/2021	12/1/2021	KSB		\$0.00
12/1/2021				N						\$50.00

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

1	Direct Expense	Dollar General				1.0000		\$25.0000	\$25.0000
								Y	\$0.00

01-100-5260

2	Direct Expense	Stewarts OI SS				1.0000		\$25.0000	\$25.0000
								Y	\$0.00

01-100-5260

19	MOT / Midwest Office Technology									INST290766
101421111321	12/1/2021	N	Y	Not Yet Assigned	12/1/2021	12/1/2021	12/1/2021	KSB		\$0.00
12/1/2021				N						\$68.36

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

1	Direct Expense	Copier Lease				1.0000		\$68.3600	\$68.3600
								Y	\$0.00

01-100-5060

20	HACHCO / Hach Company									12749223
CHLORINE FEE CL17	12/1/2021	N	Y	Not Yet Assigned	12/1/2021	12/1/2021	12/1/2021	KSB		\$0.00
12/1/2021				N						\$179.52

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

1	Direct Expense	Chlorine Free CL17				1.0000		\$179.5200	\$179.5200
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GL Date		Immediate GL Account			Credit Card	CC Reference #			Payment Date	Total Invoice
									Y	\$0.00
03-000-5620										

Grand Totals

Total Direct Expense:	\$30,505.65
Total Non-Electronic Transactions:	\$30,505.65
Total Immediate Payments:	\$30,505.65

Report Summary

Report Selection Criteria

Report Type:	Detailed
Transaction Number:	Start End



City of
VALLEY FALLS

Incorporated May 17, 1869

PUBLIC COMMENT POLICY

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

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

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

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

Susan Grey, PreK - 8 Principal
Valley Falls Elementary
(785) 945-3221

Greg Morgan, 9 - 12 Principal
Valley Falls High School
(785) 945-3229

Unified District No. 338
VALLEY FALLS PUBLIC
SCHOOLS

700 Oak Street
Valley Falls, KS 66088
Dr. Volora Hanzlicek, Superintendent
(785) 945-3214
Fax (785) 945-6780

BOARD OF EDUCATION

Donny Smith, President
Kim Kirham, Vice President
LaVerne Clark
Georgia Hollis
Aaron Sprang
Sharon Sweeney
Tom Welsh



November 29, 2021

Dear Mayor Thomas and City Council Members:

First and foremost, We would like to thank you for the working relationship between the city and the school district. It is a blessing to have such a community and school partnership. Due to prior commitments, I can not be at your meeting on Dec. 1, so I am writing to follow up on our conversation from when I attended the last meeting and then on behalf of the board, present a request.

Ms. Aguilera and I will be working on a proposal for Safe Routes to School. The next round of funding will be for the 2024-25 school year and the call for projects will be released this summer. We have begun work in the district office identifying where each one of our students live within the city limits. Our next step will be to try and establish some priority routes. One other thing we need to start thinking about is how to improve the highway crossing. If you have ideas and input, please share with Audree. Here is the website, if you would like more information (https://www.ksdot.org/burTrafficEng/sztoolbox/Safe_Routes_to_School.asp).

The last part of this letter is a request from the USD #338 board to revisit rocking the access road that connects the south end of Fisher and Willow. In 2019, the district stopped using the access road due to the condition of the road. At that time we did not have many small children in that area and decided to establish pickups at Willow/19th and Fisher/19th. Both the board of education and the city council discussed rocking the road at that time and voted against it. We now have had a request from a parent who has a small child to start picking up on the street again. We do know that if current future students remain in this area, we will likely have more requests in the next few years. The USD #338 board is asking if the city council would please reconsider rocking the access road that connects Fisher and Willow allowing our bus to travel through this area again.

Thank you for your consideration. We look forward to our Safe Routes project and will plan to attend a meeting in the future to update you on our progress.

Respectfully,

Dr. Volora A. Hanzlicek



KANSAS HIGHWAY PATROL

Kansas Highway Patrol

Fleet Sales

930 NE Strait Ave.
Topeka, KS 66616
(785) 296-8535
Fax (785) 368-6459

Agency	City of Valley Falls	Invoice #:	Temporary
Address	417 Broadway Street	Date:	11/17/2021
City	Valley Falls	State	KS
		Zip	66088
Phone	785-945-3434	Email	
		Attn:	

Model Year	Description	Unit #	Qty	Unit Price	Total
2020	Dodge Durango Pursuit AWD 5.7 8 spd AT Remote start, Uconnect 4 Bluetooth, heated power mirrors, LED spotlamp & automatic temp control, Havis console & alloy wheels.	20-712	1	\$27,750.00	\$27,750.00
	*Used Interior Lights		1	\$600.00	\$600.00
	*Used Siren System		1	\$400.00	\$400.00
	*Used Gun Lock		1	\$250.00	\$250.00
	Color: Silver				
	VIN:1C45DJFT5LC301869				
	Mileage:49500				
					\$29,000.00
					\$29,000.00

Purchasers Signature

Date

Please Make Checks Payable To: Kansas Highway Patrol Car Fund
All Vehicles Must Be Picked Up In Topeka
Please pay from this invoice. No statement will be mailed



ONLINE BANKING - BUSINESS AGREEMENT

The undersigned City of Valley Falls, (the "Company") hereby requests that Kendall Bank provide to the Company our Online Banking - Business Service ("Online Banking - Business") on the terms and conditions set forth below. In this Agreement, the terms "us," "we," and "our" refer to Kendall Bank.

[Please read this Agreement carefully. By signing below, the Company agrees to comply with the terms and conditions of this Agreement.]

- Coverage:** The Company is the depositor on a commercial account or multiple commercial accounts accessible by Online Banking - Business. This Online Banking - Business Agreement ("Agreement") applies to the use of our Online Banking - Business by the Company and its Authorized Users (defined below), which permits the Company and its Authorized Users to access certain commercial accounts the Company has with us via the Internet for services selected by the Company and agreed upon by us.
- Enrollment/Authorization Form:** To establish Online Banking - Business, the Company must complete an Online Banking - Business Client Authorization Form ("Authorization Form") evidencing the Company's desire to access its accounts using Online Banking - Business, and identifying the specific accounts that will be accessible (the "Covered Account(s)") and the specific Online Banking - Business functions that we will provide to the Company. The Company shall designate one person authorized to access Online Banking - Business (the "Security Administrator") on the Authorization Form. The Security Administrator shall designate the additional persons who will have access to Online Banking - Business (together with the Security Administrator the "Authorized Users") and the specific services available to each Authorized User. By signing the Authorization Form, the Company is agreeing to the terms and conditions set forth in this Agreement. The Company may change Security Administrators, Authorized Users, Covered Accounts or Online Banking - Business functions by completing, signing and delivering to us updated Online Banking - Business documents. I, as owner of the entity listed above, accept the terms and conditions of the Online Banking-Business and request that my business be enrolled in any and all new loan and/or deposit accounts that I may open. I agree that the permissions of any new account will follow the current employee authorizations that are on file with the bank.
- The Company's Responsibility:** The Company is responsible for selecting all systems, hardware and its Internet service provider and for any defect, virus, malfunction or interruption in service or security due to hardware failure, its choice of Internet service and systems and computer services. We have no responsibility or liability for same.
Online Banking - Business makes use of a private network, intended for authorized users only. BY USING ONLINE BANKING-BUSINESS, THE COMPANY AGREES TO ACCEPT COMPLETE RESPONSIBILITY; THEREFORE, WE AND OUR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND SERVICE PROVIDERS, DISCLAIM ANY AND ALL LIABILITY, WHETHER NOW KNOWN OR OTHERWISE, WITH RESPECT TO THE USE, AUTHORIZED OR UNAUTHORIZED, OF ONLINE BANKING-BUSINESS SERVICES BY THE COMPANY OR ITS AUTHORIZED USERS. USE OF ONLINE BANKING-BUSINESS IS AT THE SOLE RISK OF THE COMPANY. WE DO NOT WARRANT THAT ONLINE BANKING-BUSINESS WILL BE UNINTERRUPTED OR ERROR FREE, NOR DO WE MAKE ANY WARRANTY AS TO ANY RESULTS THAT MAY BE OBTAINED BY USE OF ONLINE BANKING-BUSINESS. WE MAKE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN RELATION TO ONLINE BANKING-BUSINESS.
- Access Codes:** Upon receipt of the Company's Authorization Form, we will issue each Authorized User an Access ID and a temporary password. For security purposes, each Authorized User is required to change his or her password after the initial login. The Access IDs and passwords will permit each Authorized User to access the Company's Covered Accounts using Online Banking - Business to perform the functions that the Company has designated to be available for that particular Authorized User. We may also issue the Company a Security Token, which generates a one-time PIN the Company will need to access its Covered Accounts or complete certain transactions such as ACH transfers or remote deposit capture ("Security Token"). We will amend or revoke Access IDs or revoke the Company's Security Token, and amend or revoke the services that may be performed by each Authorized User to whom the Access ID and Security Token are assigned upon our receipt of updated Online Banking-Business documents from the Company instructing us to do so and passage of a reasonable period of time for us to respond to the Company's instructions. An Authorized User may change his or her Online Banking - Business password by accessing our website and following our instructions and security procedures for changing passwords. Until we receive updated Online Banking-Business documents, our authority and instruction to respond to transactions initiated using an Authorized User's Access ID and password and/or Security Token PINs shall continue. Our receipt of updated Online Banking-Business documents from the Company regarding a particular Access ID or Security Token, or specific service available using Online Banking - Business, shall not affect the validity or use of any other Access ID or Security Token assigned to the Company or any other services available using Online Banking - Business. Unless we agree with the Company in writing to a different security procedure, the Company and each Authorized User acknowledge and agree that the authenticity of payment orders processed through Online Banking - Business will be verified using the each Authorized User's assigned Access ID, password and Security Token PINs, if applicable. Further, the Company agrees that such Security Procedures are commercially reasonable.
- Customer Liability:** The Company is responsible for maintaining the confidentiality of the Access IDs and/or Security Tokens provided to the Company and its Authorized Users, as well as any passwords provided to or selected by any Authorized Users. The Company understands and agrees that it is responsible for all transactions incurred using Access IDs and passwords of Authorized Users and Security Token PINs. Each Authorized User agrees not to disclose his or her Access ID or password to any other individual or third-party. In addition, any Authorized User who is assigned a Security Token shall not provide any other individual or third-party access to the Security Token, unless such person is also an Authorized User. Anyone to whom an Authorized User discloses his or her Access ID, password and, if applicable, Security Token PINs and anyone who has access to an Authorized User's Access ID, password and, if applicable, Security Token PINs will have full access to the services the Company can perform on Online Banking - Business, including full access to the Company's Covered Accounts. Each Authorized User's authority will be limited only to the extent that the Access ID, password or Security Token was established with limitations on the services that could be performed using that Access ID, password or Security Token. We are entitled to presume that all communications containing a proper

Access ID, password and, if applicable, Security Token PIN, are authorized by the Company and to act upon those communications, and the Company will be bound by any transaction performed by any person using that Access ID, password and, if applicable, Security Token PIN. The Company assumes full responsibility and liability for the consequences of any misuse or unauthorized use of or access to Online Banking - Business or disclosure of any confidential information or instructions of the Company by the Company, its Authorized Users or other employees, agents or other third parties that gain access to the Company's Access IDs, passwords

and/or Security Tokens. The use of Access IDs, passwords and Security Tokens as security measures may be in addition to any other security procedures identified in agreements the Company has with us relating to funds transfers such as an ACH Origination Agreement applicable to ACH transfers made using Online Banking - Business.

6. **Contact in Event of Unauthorized Access:** The Company shall notify us immediately if the Company believes that an Authorized User's Access ID, password or the Company's Security Token has been lost, stolen or otherwise available to an unauthorized person. **Telephoning is the best way of keeping the Company's possible losses down.** The Company could lose all the money in its Covered Accounts (plus its maximum overdraft line of credit). If the Company believes that Access IDs, passwords or a Security Token has been lost or stolen or that someone has transferred or may transfer money from the Company's Covered Account without the Company's permission, please contact us as follows:

1. By calling us at (913) 839-3700
2. By sending an e-mail communication addressed to deposits@kendallbank.com
3. By writing us at Kendall Bank, Attention: Deposit Operations 11225 College Blvd. Suite 150 Overland Park, KS 66210

7. **Functions:** Each Authorized User can use his or her Access ID, password, Security Token (if applicable), and Online Banking - Business to perform all of the functions described in the Company's Authorization Form. In general, the Company and its Authorized Users can use Online Banking - Business to:

- check Company account balances
- view account activity
- transfer funds among Company deposit accounts with us
- transfer funds from the Company's line of credit to the Company's checking account(s) with us
- make payments out of deposit accounts to the Company's loan accounts with us
- initiate stop payment orders
- pay third parties using bill payment (separate Business Bill Pay Agreement required)
- perform ACH transfers (separate ACH Origination Agreement required)
- perform Remote Deposit Capture (separate Remote Deposit Capture Agreement required)
- access accounts and perform internet banking services through a mobile device, such as a smartphone or tablet
- perform Positive Pay file uploads

Kendall Bank offers Online Banking - Business for our business customers. Basic Online Banking - Business services include basic internet and mobile banking services; such as, account viewing, internal fund transfers and eStatements. Optional Cash Management services include: Billpay, ACH Origination, Positive Pay and Remote Deposit Capture. The Company's Authorization Form will list the specific functions that are available to the Company, depending on the services the company requests. Additional functions may be made available from time to time, subject to the terms and conditions of this Agreement.

8. **Fees:** Kendall Bank offers the benefits and convenience of Online Banking - Business free of charge. Fees for optional Cash Management services within Online Banking - Business and account research and stop payment charges will be assessed at the rates published in Kendall Bank's fee schedule attached to this Agreement. Kendall Bank's fees are subject to change. Kendall Bank will notify the Company in writing regarding any fee changes at least thirty (30) days in advance of the effective date of these changes. [*Attach Fee Schedule*]
9. **Business Days:** Our business days are Monday through Friday, excluding Federal Reserve holidays (New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Christmas Day).
10. **Fund Transfers:** Online Banking - Business is available 24 hours a day, seven days a week, except during special maintenance periods, which generally are scheduled between 11:00 p.m. Sunday night and 4:00 a.m. Monday morning. All Online Banking - Business transaction requests received after 6:00 p.m. on business days, and all transactions which are requested on Saturdays, Sundays or holidays will be processed on the next Kendall Bank business day. If the Company schedules an Banking - Business transaction for a future date, Kendall Bank processes the transaction after the close of business on that date, if that day is a business day. If the date the requested Online Banking - Business transaction is not a business day, Kendall Bank processes the transaction on the prior business day for checking account transactions and the next business day for savings account transactions. If the Company schedules a recurring Online Banking - Business transaction and the transaction date does not exist in a month, the payment will be processed on the prior business day for checking account transactions and the next business day for savings account transactions. Our business day begins at 9:00 a.m. Subject to available funds, the Company may transfer funds using the Online Banking - Business in any amount.
11. **Limitations on Transfers:** Under federal regulations, the Company may make no more than six transfers and withdrawals to another of the Company's accounts or to a third party by means of a preauthorized electronic fund transfer, telephone (or data transmission) transfer, including Online Banking - Business transactions, or check and draft, debit card or similar order to third parties per calendar month from the Company's savings or money market deposit account. Each fund transfer or bill payment through Online Banking - Business from the Company's savings or money market deposit account is counted as one of the six limited transfers the Company is permitted each month. (However, payments to the Company's loan accounts with us are not counted toward this limit for savings and money market deposit accounts.) The Company's Deposit Account Rules may include other restrictions and charges.
12. **Stop Payments:** The Company may cancel a pre-authorized payment using Kendall Bank's stop payment service if the Company submits a stop payment request, either orally or in writing (or in certain circumstances through our Online Banking - Business service), at least 24 hours before the payment is scheduled to be made. We will charge the Company for each such stop payment order as identified in our current fee schedule accompanying this Agreement (as may be amended from time to time). If the Company cancels or changes any pending funds transfer or bill payment by completing the appropriate fields from the payment menu, there will be no charge.
13. **Account Statements:** The Company may choose to receive regular paper account statements or register for eStatements. If the Company registers for e-Statements, the Company will receive an email stating that its account statement is available to view online through the Company's Online Banking - Business account. The Company's account statements will arrive either monthly or quarterly, depending on the type of account.
14. **Our Obligation to Make Transfers:** We are not obligated to make any transfer:

- If, through no fault of ours, the Company's Covered Account(s) does not contain sufficient collected funds to make the transfer.
- If the money in the Company's Covered Account(s) is subject to legal process or other encumbrances restricting the transfer.
- If the transfer would go over the credit limit on the Company's overdraft credit plan, if any.
- If a transfer system was not working properly and the Company knew about the breakdown when it started the transfer.
- If circumstances beyond our control (such as fire, flood or power failure) prevent the transfer or use of Online Banking - Business despite reasonable precautions that we have taken.
- If incomplete or inaccurate information is forwarded to us by the Company or through an automated clearinghouse.
- If the Company has not provided us with complete and correct payment information, including without limitation the name, address, account number and payment amount for the payee on a bill payment.
- If the Company has not properly followed the instructions for using Online Banking - Business.
- If the Company's operating system is not properly installed or functioning properly.
- For errors or failures from any malfunctions of the Company's browser, internet service provider, computer, computer virus or other problems relating to the computer equipment the Company or its Authorized Users use with Online Banking - Business, including, without limitation, the Company or its Authorized Users' inability to access Online Banking - Business or any part of Online Banking - Business.
- For a failure to provide access or for interruptions in access to the Online Banking - Business due to Online Banking - Business system failure.

The situations discussed above are examples and are not an exhaustive list. There may be other situations under which we are not obligated to make a transfer.

NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, UNLESS OTHERWISE PROHIBITED BY LAW, OUR SOLE RESPONSIBILITY FOR AN ERROR BY US OR OUR THIRD PARTY PROVIDER IN TRANSFERRING FUNDS, PAYING A BILL, OR OTHERWISE ARISING FROM OR RELATING TO THIS AGREEMENT WILL BE TO CORRECT ANY ERRORS AND PAY ANY PENALTIES AND ASSOCIATED LATE CHARGES TO THE PAYEE, BUT IN NO CASE WILL WE BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR IN ANY WAY RELATED TO ONLINE BANKING-BUSINESS OR OUR PERFORMANCE HEREUNDER.

15. **Indemnification:** Unless caused by our intentional misconduct or gross negligence, the Company agrees to indemnify and hold us harmless from any and all claims, demands, actions, suits, damages, judgments, liabilities, costs and expenses, and attorneys' fees arising out of or resulting from the Company's use of Online Banking - Business or the Company's breach of any of its obligations under this Agreement. The Company's obligation to indemnify us shall survive termination of this Agreement.
16. **Termination:** We may modify, suspend or terminate the Company's privilege of using Online Banking - Business and may withhold approval of any transaction, at any time, without prior notice to the Company or refund of fees the Company has paid. In the event we terminate Online Banking - Business, we will try to notify the Company in advance but are not required to do so. The Company will be notified as soon as practicable. The Company may terminate Online Banking - Business by sending us written notice of termination at least 30 days prior to the effective date of such termination. Termination shall not affect the rights and obligations of the parties for transactions made with the Online Banking - Business before we have had a reasonable time to respond to the Company's termination request. The Company must cancel all future funds transfers and bill payments, whether recurring or individual payments, when it terminates Online Banking - Business or we may continue to process such payments.
17. **Third Parties:** The Company understands that support and services relating to Online Banking - Business are provided by third parties other than us, and the Company authorizes us to contract with third parties to provide such support and service. Unless a release is prohibited by law, the Company releases us from any liability for failures, acts or omissions of any third party system operator including, but not limited to, unauthorized access to, theft or destruction of the Company's information or instructions.
18. **Amendment:** Kendall Bank may modify the terms and conditions applicable to Online Banking - Business from time to time by delivering a notice of the modifications to the Company electronically at the email address the Company has provided to us or at the address shown on our account records. By continuing to use Online Banking - Business, the Company is accepting the revised terms and conditions.
19. **General:** This Agreement is intended to supplement and not to replace other agreements between the Company and us relating to the Company's accounts, including, without limitation, our Deposit Account Rules, Business Bill Pay Agreement, ACH Origination Agreement, and Remote Deposit Capture Agreement. In the event of a direct conflict between this Agreement and any other account rules and agreements that apply to the Company's Covered Accounts or the functions performed using Online Banking - Business, the agreement most specifically addressing the service or issue shall govern and prevail. For example, a provision addressing a security procedure that applies to ACH payment orders initiated using Online Banking - Business contained in a separate ACH Origination Agreement addressing ACH transfer payment orders initiated using Online Banking - Business shall prevail over a direct conflict with the security procedures in this Agreement because ACH transfers are more specifically addressed in our ACH Origination Agreement than in this Agreement.
20. **Governing Law:** This Agreement is governed by the laws of the State of Kansas and applicable federal law. Any action at law, suit in equity, or other judicial proceeding for the enforcement of this Agreement or any provision thereof, shall be instituted only in the courts of Jefferson County, Kansas.
21. **Representations:** Rates, promotions and representations provided via Online Banking - Business services are strictly indicative and are not guaranteed, although they are believed to be reliable. Such rates, promotions and representations are not intended as firm dealing processes or offers and the rates for any specific transactions must be confirmed directly with appropriate Kendall Bank personnel. Opinions expressed in commentaries are those of the authors, and strictly their judgment of the market.
22. **Waiver:** We may waive any term or provision of this Agreement at any time or from time to time, but any such waiver shall not be deemed a

waiver of that term or provision in the future and any such waiver must be in writing. No delay or omission by us in exercising any right or remedy will impair the right or remedy or be deemed a waiver of the right in whole or in part.

- 23. Assignment: This Agreement shall be binding on the parties and their respective successors and assigns. We may assign rights and delegate duties under this Agreement to a company affiliated with us or to any other party.
- 24. Severability: The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provisions.
- 25. Entire Agreement: This Agreement supersedes all previous agreements and understandings, either oral or written, between the Company and Kendall Bank with respect to Online Banking - Business.
- 26. Counterparts: This Agreement may be executed in any number of counterparts, and by the parties on different counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

City of Valley Falls

KENDALL BANK

Company
Name

By: _____

By: _____

Name: Lucy Thomas

Name: _____

Title: Mayor

Title: _____

Dated: 11/19/2021

Dated: _____

By: _____

Name: Gary McKnight

Title: President

Dated: 11/19/2021

**ONLINE BANKING-BUSINESS
CLIENT AUTHORIZATION**

Company Name: _____

The following person(s) is hereby authorized, as Security Administrator, to execute in the name of the Company the Online Banking - Business Agreement and to make changes, as necessary, with regard to additions/deletions/revisions to existing deposit accounts and users of the Online and Mobile Banking usage of the above named Company. Only loan owners may make additions/deletions/revisions to loan accounts.

<u>Name</u>	<u>Title</u>	<u>Signature</u>
_____	_____	_____
_____	_____	_____

Services:			
<input type="checkbox"/> Deposit Transfers*	<input type="checkbox"/> Loan Transfers	<input type="checkbox"/> eStatements	<input type="checkbox"/> Business Bill Pay†
<input type="checkbox"/> Stop Payments	<input type="checkbox"/> ACH Origination*	<input type="checkbox"/> Remote/Mobile Deposit Capture†	<input type="checkbox"/> Positive Pay†
*Transfers may only be made on available funds			†Additional Agreements Required

eStatement notification: _____

Accounts:

Account Name:

<u>Account/Note Number</u>	<u>(Please specify the name to appear in Online Banking - Business)</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Security Administrator Confirmation:

I hereby authorize the above named person(s) as Online Banking - Business Security Administrator

for _____
Company

As an authorized signer of the above stated company I am authorized to execute the attached Online Banking - Business Agreement and this client authorization and other related forms on behalf of the Organization. I accept the terms and conditions of the Online Banking-Business agreement and request that I be enrolled in any and all new loan and/or deposit accounts that I may open. The permissions will follow the employee authorizations that are currently on file with the bank.

KENDALL BANK

Company

By: _____
Name: _____
Title: _____
Dated: _____

By: _____
Name: _____
Title: _____
Dated: _____

BANK USE: CURRENT SIG CARD _____ CURRENT ARTICLES _____ RB REVIEW _____ PORT/CLIENT NUMBER _____
OPS: LOAN OPS: _____ SET UP DATE _____ SET UP BY _____ E-STMT _____ AUDIT BY _____

**ONLINE BANKING-BUSINESS
EMPLOYEE AUTHORIZATION**
(Complete one per employee)

Company: _____

Employee Name: _____

Email: _____ Phone Number: _____

Security Question/Answer: _____

Access Time

No Access Restriction Monday-Friday _____
Start/End Time Other _____

Employee Approval Level

Supervisor Administrator Senior (Security) Administrator

Authorized Accounts

Account/Note Number	Account viewable by employee?		Transfer (see below)	Bill Pay	Stop Pay	ACH (see below)	RDC	Positive	
	Yes	No						Pay	Mobile
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Authorized Transfers:

DEPOSIT TRANSFERS LOAN PAYMENT

ACH FILE TRANSFERS LOAN DRAW

I accept the terms and conditions of the Online Banking-Business agreement and request that I be enrolled in any and all new loan and/or deposit accounts that I may open. The permissions will follow the employee authorizations that are currently on file with the bank.

Security Administrator - _____ Date _____

BANK USE: DATE RECEIVED _____	LOAN OPS _____	SET UP DATE _____	SET UP BY _____
ACCESS ID _____	AUDIT BY _____		

2022 Reserved Holidays / Closure Dates

January

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

February

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March

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April

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May

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29	30	31				

June

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12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

July

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17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

August

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28	29	30	31			

September

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October

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November

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December

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December 31 (Observed) - New Years Day

January 17th - Martin Luther King Day

February 21st - Presidents Day

April 15th - Good Friday

May 30th - Memorial Day

July 4th - Independence Day

September 5th - Labor Day

October 10th - Columbus Day

November 11th - Veterans Day

November 24th - Thanksgiving

November 25th - Day after Thanksgiving (*Floating*)

December 23rd - Christmas Eve (Observed)

December 26th - Christmas Day (Observed)

2022 City Council Meeting Dates

January

S	M	T	W	T	F	S
						1
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30	31					

May

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September

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Wednesday, January 5th
 Wednesday, January 19th
 Wednesday, February 2nd
 Wednesday, February 16th
 Wednesday, March 2nd
 Wednesday, March 16th
 Wednesday, April 6th
 Wednesday, April 20th

February

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27	28					

June

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October

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23	24	25	26	27	28	29
30	31					

Wednesday, May 4th
 Wednesday, May 18th
 Wednesday, June 1st
 Wednesday, June 15th
 Wednesday, July 6th
 Wednesday, July 20th
 Wednesday, August 3rd
 Wednesday, August 17th

March

S	M	T	W	T	F	S
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July

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31						

November

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27	28	29	30			

Wednesday, September 7th
 Wednesday, September 21st
 Wednesday, October 5th
 Wednesday, October 19th
 Wednesday, November 2nd
 Wednesday, November 16th
 Wednesday, December 7th
 Wednesday, December 21st

April

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August

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28	29	30	31			

December

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18	19	20	21	22	23	24
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2022 Court Dates

January

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						1
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16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

February

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20	21	22	23	24	25	26
27	28					

March

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

April

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

May

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

June

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

July

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

August

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

September

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

October

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

November

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

December

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

Wednesday, January 26th

Wednesday, February 23rd

Wednesday, March 30th

Wednesday, April 27th

Wednesday, May 25th

Wednesday, June 29th

Wednesday, July 27th

Wednesday, August 31st

Wednesday, September 28th

Wednesday, October 26th

Wednesday, November 30th

Wednesday, December 28th



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

Q-356831-44524.765MP

Issued: 11/24/2021

Quote Expiration: 12/31/2021

EST Contract Start Date: 02/01/2022

Account Number: 448249

Payment Terms: N30

Delivery Method: Fedex - Ground

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

SALES REPRESENTATIVE	PRIMARY CONTACT
Matthew Pulido Phone: Email: mpulido@axon.com Fax:	Brandon Bines Phone: Email: Fax:

Program Length	60 Months
TOTAL COST	\$9,418.57
ESTIMATED TOTAL W/ TAX	\$9,418.57

Bundle Savings	\$4,167.91
Additional Savings	\$931.35
TOTAL SAVINGS	\$5,099.26

PAYMENT PLAN		
PLAN NAME	INVOICE DATE	AMOUNT DUE
Year 1	Jan, 2022	\$1,883.73
Year 2	Jan, 2023	\$1,883.71
Year 3	Jan, 2024	\$1,883.71
Year 4	Jan, 2025	\$1,883.71
Year 5	Jan, 2026	\$1,883.71

Quote Details

Bundle Summary		
Item	Description	QTY
T7Cert	2021 Taser 7 Certification Bundle	3

Bundle: 2021 Taser 7 Certification Bundle Quantity: 3 Start: 2/1/2022 End: 1/31/2027 Total: 9418.57 USD			
Category	Item	Description	QTY
Holsters	20160	TASER 7 HOLSTER - SAFARILAND, RH+CART CARRIER	3
Handle License	20248	TASER 7 EVIDENCE.COM LICENSE	3
Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	9
Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	9
Handles	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	3
Inert Cartridges	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	3
Inert Cartridges	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	3
Admin License	20248	TASER 7 EVIDENCE.COM LICENSE	1
Taser 7 Target	80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1
Taser 7 Target Frame	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	1
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	6
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	6
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	6
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	6
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	6
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	6
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	6
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	6
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	6
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	6
Batteries	20018	TASER 7 BATTERY PACK, TACTICAL	3
Training Halt Cartridges	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	6
Training Halt Cartridges	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	6
Training Halt Cartridges	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	6
Training Halt Cartridges	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	6
Duty Cartridge Replenishment Program	20246	TASER 7 DUTY CARTRIDGE REPLACEMENT LICENSE	3

Docks	74200	TASER 7 6-BAY DOCK AND CORE	1
Dock Mount	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1
Dock Power Cord	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1
Other	80395	EXT WARRANTY, TASER 7 HANDLE	3
Other	80374	EXT WARRANTY, TASER 7 BATTERY PACK	3
Other	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1

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

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

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

ACEIP:

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

Acceptance of Terms:

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

Signature

Date Signed

11/24/2021



City of
VALLEY FALLS

Incorporated May 17, 1869

MEMORANDUM

To: Audree Aguilera, City Administrator

From: Brandon Bines, Chief of Police



CHIEF BINES

Date: 11/24/2021

Re: Axon CEW – Taser

Ms. Aguilera, the purpose of this memorandum is to inform you of my intent of upgrading the current Axon Tasers that we currently have for the Valley Falls Police Department. We are operating “Axon Taser X2” which was manufactured and released in the year 2009. With any technology we know that computer chips and programming can be outdated and in need of an upgrade especially technology that is approximately 12 years old. The Valley Falls Police Department currently has three Taser X2 handles with a very limited amount of live / training taser cartridges. After speaking with Axon (Taser), it was determined that our warranties on all equipment is due to expire on December 31, 2021. Therefore, anything that goes wrong with the functionality of the devices will be an extra expense along with the expense of purchasing taser cartridges that have been deployed.

Upon further research with Axon (Taser) we have been given a quote for the purchase of 3 new Taser 7 devices which includes the following:

3 T7 Certification (Meaning this bundle includes all the cartridges to certify every officer every year)

(3) T7 handles

(3) Holsters

(3) Batteries

(84) Training cartridges

(12) Duty Cartridges (duty cart replenishment, means if you use in in the line of duty, we will replace it for free)

6 bay battery dock (rechargeable batteries)

(3) Warranties

(3) Evidence.com licenses



City of
VALLEY FALLS

Incorporated May 17, 1869

The price for this bundle is \$9,418.57 which is paid over the course of a five (5) year term, averaging \$1,883.71 over the next 5 years.

Program Length	60 Months
TOTAL COST	\$9,418.57
ESTIMATED TOTAL W/ TAX	\$9,418.57

Bundle Savings	\$4,167.91
Additional Savings	\$931.35
TOTAL SAVINGS	\$5,099.26

PAYMENT PLAN		
PLAN NAME	INVOICE DATE	AMOUNT DUE
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Year 3	Jan, 2024	\$1,883.71
Year 4	Jan, 2025	\$1,883.71
Year 5	Jan, 2026	\$1,883.71

Therefore, I am requesting that we move forward with this purchase for the new tasers for FY2022. Our older Tasers will be kept in stock and passed down to part-time officers for their use.

Thank you for your consideration in this matter.

JOIN



Want your employees to have a more sound retirement?

KPERS & KPERS 457 – better together

KPERS 457 is the State of Kansas Public Employees 457(b) Deferred Compensation Plan. It's an optional savings plan to help employees supplement their KPERS or KP&F pension for a more sound retirement.

Why? We already have KPERS.

Many financial experts suggest replacing at least 80% of your income for retirement. KPERS and Social Security probably won't be enough, especially for KPERS 3 members. KPERS 457 is an easy way for employees to save. And it's at no cost to employers. Here's how it works:

- Contributions are automatically deducted from an employee's pay.
- Employees can get started for as little as \$12 per pay period.
- There's no required minimum number of employees.
- Employers aren't required to make matching contributions.
- You can even add KPERS 457 if you already have a 457 or 403(b) plan.
- Any Kansas public employer, even those without the KPERS pension, can sign up to offer KPERS 457. However your employees choose to save, the important thing is to start. The sooner they begin, the more time their money has to grow. Saving even a small amount of their paycheck may have a big impact on their retirement.



1-816-783-7049
kpers457.org

 **kpers457**
a deferred compensation savings plan

What's special about KPERS 457?

As an employer, you have lots of responsibilities. Offering a retirement plan adds one more. Federal and state law makes retirement plan sponsors a fiduciary. That means you're responsible for things like educating participants, selecting and monitoring investment options and service providers, and controlling costs. Not fulfilling these could lead to legal liabilities or even hurt your employees. Offering KPERS 457 means that KPERS takes care of many of those responsibilities for you and can offer guidance on the others. You're not in it alone. We also help simplify administrative tasks.

KPERS + KPERS 457 = Big picture

For employees, the two plans also work together to help them get the big picture when it comes to their retirement. Participants who are also vested in KPERS or KP&F can see their pension info when they log in to their KPERS 457 account. No other savings plan can offer that!

We have a Roth option

It's not for all employers, but we have it if your employees want it. KPERS 457 has two options on how to save: a traditional, pretax 457 and a 457 Roth account. Employees can pick one or use both.

With a Roth, contributions are deducted after taxes. And, unlike other Roth plans, KPERS 457 doesn't have an employee income max on participation.

How much will it cost employees?

Sometimes it can be hard to see costs associated with retirement plans. There are usually administrative and investment costs. KPERS 457 tries to make them clear, fair and as low as we can.

0.206%	Service provider and fiduciary oversight
Vary by investment	Investment expenses charged directly by the investment managers and vary by employee investment choices.

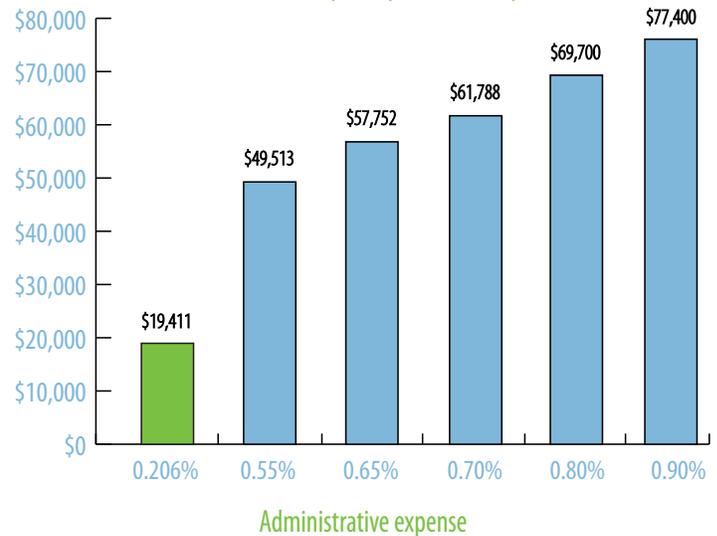
The annual service/oversight rate is divided by 12 and deducted monthly based on the participant's account balance. That means for every \$1,000 invested, the administrative cost is \$2.01 a year.

Shop around – even if you have another plan

Costs over time add up for employees. We encourage you to shop around. We believe you may find KPERS 457 costs are very competitive. Here are the questions you should be asking providers, including your current provider if you already have a plan.

- What are the administrative costs?
- What are the investment costs?
- Which fiduciary rules do they take responsibility for?
- How are their advisors paid?

The cost of fees to participants over 30 years



FOR ILLUSTRATIVE PURPOSES ONLY. This hypothetical illustration does not represent the performance of any investment options. It assumes a beginning balance of \$20,000, contributions of \$100 every month and a hypothetical 8% annual rate of return with reinvestment of all earnings and no withdrawals.

Plan cost comparisons

The chart above compares KPERS 457 cost of 0.206% with other plans' potential costs up to 0.9%. It doesn't sound like much, but over the course of a long career, higher costs can result in thousands more dollars of unnecessary expenses. Paying less may allow your employees to save more for retirement.

Real people, real help

We have local plan retirement counselors across the state. They care about employees and have special training to help them. All of our counselors are salaried, noncommissioned professionals whose only goals while working with employees are to get them ready for retirement and help them after they get there.

Let us help you and your employees

Give us a call at **1-816-783-7049** with any questions or to get started with KPERS 457.

FOR PLAN SPONSOR USE ONLY. Not for Use With Plan Participants.

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**STATE OF KANSAS PUBLIC EMPLOYEES
DEFERRED COMPENSATION PLAN
Supplement to Joinder Agreement**

ADMINISTRATOR

Kansas Public Employees Retirement System ("KPERs")
611 South Kansas Avenue
Suite 100
Topeka, KS 66603
Telephone: 785-296-6166
Facsimile: 785-296-6638

PARTICIPATING EMPLOYER

Name: _____

GOVERNING AUTHORITY

Name: _____

Address: _____

Phone: _____

Facsimile: _____

E-mail: _____

Person Authorized to receive Official Notices
from the Plan or KPERs _____

TYPE OF ADOPTION

This Adoption Agreement is for the following purpose (**check one**):

This is a new 457(b) deferred compensation plan adopted by the Participating Employer for its Employees. This plan does not replace or restate an existing deferred compensation plan.

This is an amendment and restatement of another 457(b) deferred compensation plan of the Participating Employer.

Other (**please specify**): _____

DISCLOSURE OF OTHER 457(b) PLAN(S)

The Participating Employer does or does not have an existing deferred compensation plan(s). If the Participating Employer does have one or more deferred compensation plans that will be maintained, the Governing Authority must provide the plan name and the name of the provider below, and such other relevant information requested by the Administrator.

Plan Name(s) _____

Plan Provider(s) _____

VERY IMPORTANT: All eligible plans of a Participating Employer are considered to be a single plan for purposes of compliance with Code Section 457(b). Thus, if a Participating Employer has more than one eligible plan (or additional investment options under a 457(b) arrangement with more than one vendor), the Participating Employer is responsible for ensuring that all of its arrangements, treated as a single plan, comply with the 457(b) requirements, including, but not limited to, the requirements listed below. The Participating Employer must carefully review the Plan provisions listed below to fulfill its responsibility for monitoring coordination of multiple plans.

- Compliance with the limit on Annual Deferrals to an eligible plan (including the basic limit (Section 4.1), the age 50 catch-up (Section 4.2), and the special 457 catch-up limit (Section 4.3)) (carefully review Article IV of the Plan for these rules).
- Compliance with the requirements for special 457 catch-up deferrals limits, including the requirement that a Participant have only one Normal Retirement Age (with respect to the special 457 catch-up limit) under all eligible plans offered by an Employer (carefully review Sections 2.15 and 4.3 of the Plan for these rules). (In essence, this means that once a Participant has selected a Normal Retirement Age under any eligible plan offered by an employer, he or she may not select a different one, and the selection will remain that Participant's Normal Retirement Age under all eligible plans offered by the Employer).
- Compliance with the requirement to distribute excess deferrals (an excess deferral means the amount of deferrals for a calendar year that is more than the basic limit, the age 50 catch-up limit, and the special 457 catch-up limit) (carefully review Section 4.5 of the Plan for these rules). (This means that the Participating Employer will have to tell the recordkeeper under contract with KPERS if excess deferrals need to be distributed from this Plan.)
- If the Participating Employer has directed a plan-to-plan transfer, then the Participating Employer is responsible for compliance with the plan-to-plan

transfer provisions (carefully review Sections 7.2 and 7.3 of the Plan for these rules).

EFFECTIVE DATE

The 457(b) Plan will be effective as follows (choose one):

- Original Adoption.** The 457(b) Plan will be effective as soon as administratively feasible, but not earlier than _____, with respect to contributions.

- Amendment and Restatement.** The amended and restated 457(b) Plan will be effective as soon as administratively feasible, but not earlier than _____, with respect to contributions.

EXECUTION BY EMPLOYER

The foregoing Supplement to the Joinder Agreement is hereby adopted and approved on the _____ day of _____, by the _____.

Signed: _____

Printed Name: _____

Title: _____

Date of Signature: _____

RESOLUTION #2021-06

A RESOLUTION AUTHORIZING A DEFERRED COMPENSATION PLAN FOR THE
EMPLOYEES OF THE CITY OF VALLEY FALLS, KANSAS.

WHEREAS, to enable the City of Valley Falls to attract and to retain in its employment, persons of competence and to provide a means for supplementing the retirement benefits of its employees; and

WHEREAS, the Kansas Public Employees Retirement System has entered into a group contract in conjunction with the Kansas Public Employees Deferred Compensation Plan for the provision of recordkeeping, communication, education, and investment management services; and

WHEREAS, it is the desire of the City of Valley Falls to become a joint contract owner with the State of Kansas of the group contract; and

WHEREAS, it is the desire of the City of Valley Falls to encourage and support efforts of its employees to voluntarily participate in a tax deferred compensation plan;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF VALLEY FALLS, KANSAS

1. The City of Valley Falls elects to adopt the Kansas Public Employees Deferred Compensation Plan as its own plan, as authorized by K.S.A. 74-49b14.
2. The City of Valley Falls authorizes and approves execution of a Plan Joinder Agreement to implement a deferred compensation plan.
3. Further, the City Administrator is authorized to execute all necessary documents.

PASSED AND APPROVED by the governing body of the City of Valley Falls on this

1st Day of December, 2021

Lucille Thomas, Mayor

ATTEST

Christine Weishaar, City Clerk



City of
VALLEY FALLS

Incorporated May 17, 1869

City Administrator Report
City Council November 17, 2021

- 1) Met with Nancy Daniels - K-State Research and Extension
- 2) Met with KSN- Government Relations
- 3) Met with K-State Planning for downtown design and planning - Free project done by students.
- 4) Met with Bob Sample, Retired Topeka Public Works Director and Valley Falls resident.
- 5) Met with Mayor Elect, Jeanette Shipley to start transition and orientation on November 23rd.
- 6) Attending League of Kansas Legislative Dinner and Ethics & Civility class on November 30th with Mayor Elect, Jeanette Shipley.
- 7) Attending Kansas Association of City Managers Conference on December 1-3 in Atchison.
- 8) Made and hand out "Christmas Eve Kits" for Hometown Christmas on November 27th.
- 9) Working on Budget review
- 10) Working on creating fee schedule for city services.
- 11) Working on Sewer Development Plan for Barnes Addition.
- 12) RNR - 38.107 was the approved levy on our certification page. However, after the county received the budget and completed the valuations our actual approved levy was 38.040. The valuation increased which resulted in a decrease in the levy. So long as our levy does not surpass 38.069 we should be fine. I do not anticipate us to surpass that mill levy as our actual budget levy is lower than the RNR. There is a resolution to exceed the RNR that must be passed. This resolution was never passed and published according to mine and the county's records.

Pending Projects

CDBG Street Project - Work completed on street. Bettis still needs to level one manhole.

CDBG Sewer Project - Application Submitted. Pending approval in 2022.

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

Installation of Automatic Water Meters: 147 installed to date

Fire Insurance Proceeds - \$12,675

Financials

Fund Balances As Of:

Fund #	Fund Name	Previous Balance	New Balance
01	General	\$75,829.75	\$35,242.33
03	Water	\$111,889.42	\$109,610.13
04	Sewer	\$256,464.13	\$255,322.68
05	Capital Improvement	\$9,007.56	\$9,007.56
06	Street & Highway	\$111,599.68	\$111,599.68
07	Special Equipment Reserve	\$5,731.71	\$5,731.71
08	Solid Waste	\$44,980.53	\$30,945.43
09	Bond Fund	\$300,065.65	\$300,065.65

CITY OFFICE

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

Pictures



CDBG Street Project



City of
VALLEY FALLS

Incorporated May 17, 1869

Public Works Report
December 1, 2021

Parks:

Spoke to A.C.E. about grasshopper grove tree removal, they are working on getting the paperwork that they need to do to fund the tree removals and will look at what will be needed to reduce flooding around lagoon and in tree park.

Had to replace 2 outlets in the park to provide power to Christmas display lights

Sewers:

I emailed Todd Nassen about the State's of the valve for lagoon

Got 2 manhole risers adjusted one at 2nd and maple and one at 3rd and walnut will need to replace some of our sewer manhole lids due to cracking and holes allowing water intrusion

Water:

Had a meeting with Tom Brown from the school and he inquired about getting pricing for a new 2-inch service line ran to the locker rooms that are in the planning stage at the football field

Had a water leak at the 4H fair grounds inside one of their buildings

Streets:

Mulberry street project is almost completed they are going to come back to adjust a manhole riser at a later date

General:

Tucking lot is in the leveling phase now have hauled in 6 truckloads of fill and estimate we need at least 50 more to get it to the 5% grade needed

Got the duck and the mushroom covered at the pool

Spoke to IE about the pump and they are still in deliberations with the manufacturer about getting payment

Working on a new water plant startup and operation cheat sheet the old one was very outdated

Got the river pump house and barns lots mowed started to mow lagoon and had mechanical issue will resume once we get repairs completed (Oak St lot??)

Chad Spencer attended a water/sewer emergency management meeting on the 18th



VALLEY FALLS POLICE



★ BRANDON W. BINES ★
CHIEF OF POLICE

Council Meeting 12/01/2021

- Placed adds on Facebook / Indeed.com for part-time Police Officer / Part-time Detective positions
- 2 Applications have been received, will be doing interviews starting the week of 12/06/21
- Had thanksgiving lunch with USD 338 on 11/23/21
- Met with City administrator and went over budgetary items for FY22
- Narcotics investigation ongoing
- Scheduled to pick up new patrol vehicle 12/6/2021 from KHP
- Looking forward to my first Christmas season here in Valley Falls

EXECUTIVE SESSION MOTIONS

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.

I move the city council recess into executive session to discuss **Attorney – Client privilege** matter exception, K.S.A. 75-4319(b)(2) to include: (people to participate besides governing body.) The open meeting will resume in the city council room at ____PM.

I move the city council recess into executive session to preliminary discuss **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.

I move the city council recess into executive session to preliminary discuss **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.

I move the city council recess into executive session to discuss data relating to **financial affairs or trade secrets** of corporations, partnerships, trusts, and individual proprietorships pursuant to the non-elected personnel matter exception, K.S.A. 75-4319(b)(4) 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;