

**RUSSELL CITY COUNCIL MEETING**  
**City Hall - 133 W. 8<sup>th</sup> St. - Russell, Kansas**  
**Date: Tuesday, January 21, 2020, Time: 4:30 p.m.**

**CALL TO ORDER**

**INVOCATION/PLEDGE OF ALLEGIANCE**

**APPROVAL OF AGENDA**

**PUBLIC COMMENTS**

Members of the public are welcome to use this time to make comments about City matters  
(A maximum of five minutes)

**PRESENTATIONS AND PUBLIC HEARINGS**

- 1) Water Conservation Status
- 2) 930 N. Lincoln Hearing

**CONSENT AGENDA**

- 1) Approval of January 7, 2020, Council Meeting minutes
- 2) Appropriation Ordinance No. A-01-20
- 3) Mayor's Board Appointments – See attached list
- 4) Licenses:

Arborist

Gray, Aaron DBA Gray Tree Trimming & Removal, 192 Amy Ave., Russell, KS

Electrical

Fatboy Electric, Inc., 11515 Hickman Mills Dr., Kansas City, MO

**UNFINISHED BUSINESS**

- 1) Water Distribution Backhoe / Loader

**NEW BUSINESS**

- 1) Determination Regarding Vacant Building Appeal - 930 N. Lincoln
- 2) Ordinance Amending City Code Regarding Contractor Licensing and Approval
- 3) Golf Course Clubhouse Operations Agreement
- 4) Edward Avenue / Seitz Avenue Extension

**DEPARTMENT REPORTS**

**PUBLIC COMMENTS**

Members of the public are welcome to use this time to make comments about City matters  
(A maximum of five minutes)

**EXECUTIVE SESSION**

**GOVERNING BODY/CITY MANAGER COMMENTS**

**ADJOURNMENT**

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In compliance with the Americans with Disabilities Act, the City of Russell will provide reasonable accommodations for all public meetings. Persons requiring accommodations in attending any of our public meetings should contact Katrina Woelk, City Clerk/ Finance Director, at 785.483.6311 a minimum of 48 hours prior to the meeting.

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CITY OF  
*Russell*

**January 7, 2020**

**Russell City Council Meeting – Minutes  
City Hall  
Russell, KS**

Mayor Mader called the City Council meeting to order at 4:30 PM with the following members in attendance: Councilmembers: Mitch Driscoll, Madden, Stoppel, Cross, Talbott, Matt Driscoll, Wagner, and Morrill.

The following staff members were in attendance: City Manager Jon Quinday, Electric Director Duane Banks, Public Works Director Rich Krause, Fire Chief Dylan Riedel, and City Clerk Katrina Woelk.

**Approval of Agenda**

Councilmember Cross made a motion to amend the agenda to add an executive session to discuss non-elected personnel. Councilmember Stoppel seconded. The motion carried unanimously.

**Public Comments**

None

**Council Reorganization**

- 1) Election of Council president

Councilmember Stoppel made a motion to elect Councilmember Cross as council president. Councilmember Wagner seconded. The motion carried unanimously.

- 2) Resolution Designating City's Official Depositories and Newspaper

Councilmember Cross made a motion to approve Resolution designating the City's Official Depositories and Newspaper. Councilmember Stoppel seconded. The motion carried unanimously.

**Presentations and Public Hearings**

- 1) Water Conservation Status

City Manager Quinday updated the council on the status of the City's wells and Big Creek.

## **Consent Agenda**

Councilmember Cross made a motion to approve the consent agenda. Councilmember Stoppel seconded. The motion carried unanimously.

## **Unfinished Business**

None

## **New Business**

### **1. Resolution Providing for Annual GAAP Waiver**

Councilmember Stoppel made a motion to approve Resolution waiving GAAP. Councilmember Wagner seconded. The motion carried unanimously.

### **2. Resolution for Kansas PRIDE Program**

Councilmember Stoppel made a motion to approve the Resolution declaring the City of Russell to be an official entrant in the PRIDE program for the year 2020. Councilmember Cross seconded. The motion carried unanimously.

### **3. Ordinance Providing the Time for Mayoral Board Appointments**

Councilmember Stoppel made a motion to approve the Ordinance providing the time for Mayoral appointments to certain city boards as presented. Councilmember Mitch Driscoll seconded. The motion carried unanimously.

### **4. Water Distribution Backhoe/Loader**

No action taken.

### **5. Stormwater Program**

No action taken.

## **Department Reports**

None

## **Public Comments**

None

## **Executive Session**

### **1. Discussion of Non-elected Personnel**

Councilmember Cross made a motion to recess into executive session, to include the city manager and public works director, to discuss an individual employee's performance pursuant to the non-elected personnel matter exception, KSA 75-4319(b)(1). The open meeting will resume in the city council chamber at 5:16 p.m. Councilmember Stoppel seconded. The motion carried unanimously.

## **Adjournment**

Councilmember Cross made a motion to adjourn the meeting. Councilmember Stoppel seconded the motion. The motion carried unanimously.

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Katrina Woelk, City Clerk

CITY OF RUSSELL  
 ACCOUNTS PAYABLE  
 APPROPRIATION ORD. A-01-20  
 12/18/19 THRU 01/21/20

FUND NO#	FUND NAME	AMOUNT
10	GENERAL FUND	\$135,480.40
12	AIRPORT FUND	\$186.68
16	INDUSTRIAL FUND	\$6,488.00
18	BOND & INTEREST FUND	
22	LIBRARY FUND	
24	FIRE EQUIPMENT FUND	\$3,929.36
26	RECREATION FUND	
28	PERSONNEL BENEFITS	\$76,605.18
29	SPECIAL HIGHWAY FUND	
36	ELECTRIC FUND	\$449,538.95
37	WATER IMPROVEMENT FUND	
38	WATER FUND	\$54,717.41
39	SANITATION/RECYCLING FUND	\$16,691.91
40	ELECTRIC DEPRECIATION FUND	\$30,387.00
45	WASTEWATER REPLACEMENT FUND	
46	WASTEWATER FUND	\$7,824.53
47	SPECIAL PARK & RECREATION	\$8,515.50
48	SANITATION RESERVE	
51	CAPITAL IMPROVEMENTS FUND	\$13,924.91
52	EQUIPMENT RESERVE FUND	
61	MUNICIPAL COURT FUND	\$978.57
65	INDUSTRIAL DEV/ECON DEV GRANT FUND	
66	DEINES CENTER GRANT	
68	WATER CAPITAL PROJ FUND	
70	AIRPORT PROJECT FUNDS	\$7,743.00
71	PFIEFER WELL EXPANSION	
80	HEALTH INSURANCE TRUST	
81	GOLF COURSE IMPROVEMENT FUND	
82	SINK OR SWIM	
83	INSURANCE PROCEEDS FUND	
84	RISK MANAGEMENT RESERVE	
85	DRUG FORFEITURE FUND	
86	JOHNSON TRUST FUND	
87	FIREFIGHTER ACTIVITY	\$2,109.42
89	DEINES CENTER TRUST FUND	
90	DONATION FUND	
99	TRANSFER TO UMB TO COVER P/R	<u>\$100,000.00</u>
	<b>** TOTALS **</b>	<u><u>\$915,120.82</u></u>

CITY OF RUSSELL  
REVENUE & EXPENSE REPORT  
AS OF: DECEMBER 31ST, 2019

10 -GENERAL FUND  
FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
BUDGETED CASH CARRYOVER	0.00	0.00	0.00	0.00	0.00	0.00	0.00
LOCAL TAXES	1,163,170.00	0.00	0.00	1,253,342.98	0.00	( 90,172.98)	107.75
STATE/FEDERAL REVENUE	482,915.00	42,942.32	0.00	606,763.44	0.00	( 123,848.44)	125.65
PERMITS & LICENSE FEES	13,500.00	3,389.00	0.00	41,365.20	0.00	( 27,865.20)	306.41
FRANCHISE FEES	144,000.00	8,954.83	0.00	179,569.44	0.00	( 35,569.44)	124.70
RECREATION FEES	78,120.00	5,232.00	0.00	95,817.67	0.00	( 17,697.67)	122.65
OTHER REVENUE	348,120.00	25,998.76	0.00	363,127.88	0.00	( 15,007.88)	104.31
INVESTMENT REVENUE	10,000.00	55.37	0.00	34,284.01	0.00	( 24,284.01)	342.84
TRANSFERS	770,000.00	64,166.74	0.00	770,000.00	0.00	0.00	100.00
*** TOTAL REVENUES ***	3,009,825.00	150,739.02	0.00	3,344,270.62	0.00	( 334,445.62)	111.11

EXPENDITURE SUMMARY

ADMINISTRATION	1,835,386.00	185,505.52	425.00	534,918.06	0.00	1,300,892.94	29.12
AMORY BUILDING	8,400.00	469.94	0.00	9,677.70	0.00	( 1,277.70)	115.21
MAYOR/COUNCIL	37,125.00	5,008.05	300.00	231,691.76	84.23	( 194,350.99)	623.50
CITY MANAGER	150,180.00	19,134.92	75.00	152,777.55	84.23	( 2,606.78)	101.74
CITY CLERK	192,219.00	13,600.16	0.00	201,409.58	84.22	( 9,274.80)	104.83
TRANSPORTATION/(BUS)	70,950.00	5,730.10	0.00	60,262.76	84.22	10,603.02	85.06
POLICE	558,920.00	57,259.56	1,206.97	506,572.22	2,335.05	51,219.70	90.84
PUBLIC WORKS	84,940.00	9,495.03	0.00	84,570.26	146.72	223.02	99.74
FIRE	212,843.00	16,297.56	0.00	162,601.57	1,144.78	49,096.65	76.93
MUNICIPAL COURT	59,520.00	6,212.74	0.00	54,940.09	0.00	4,579.91	92.31
911	434,560.00	56,898.78	0.00	433,709.33	84.22	766.45	99.82
COMMUNITY DEVELOPMENT	161,035.00	14,810.09	0.00	161,398.03	84.21	( 447.24)	100.28
STREET	372,370.00	36,717.49	2,905.00	359,195.41	8,907.10	7,172.49	98.07
GOLF COURSE	195,190.00	15,088.59	3,776.27	181,489.39	130.00	17,346.88	91.11
GOLF CLUB HOUSE	0.00	0.00	0.00	2,913.05	0.00	( 2,913.05)	0.00
SWIMMING POOL	114,600.00	80.61	0.00	79,165.97	0.00	35,434.03	69.08
PARK	244,840.00	20,079.59	9.17	222,884.93	1,224.55	20,739.69	91.53
DEINES CULTURAL CENTER	53,061.00	4,843.27	0.00	47,188.59	0.00	5,872.41	88.93
*** TOTAL EXPENDITURES ***	4,786,139.00	467,232.00	8,697.41	3,487,366.25	14,393.53	1,293,076.63	72.98
** REVENUE OVER (UNDER) EXPENDITURES *	( 1,776,314.00)	( 316,492.98)	8,697.41	( 143,095.63)	( 14,393.53)	( 1,627,522.25)	91.62

REVENUE & EXPENSE REPORT

AS OF: DECEMBER 31ST, 2019

28 -PERSONNEL BENEFITS FUND

FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
BUDGETED CASH CARRYOVER	0.00	0.00	0.00	0.00	0.00	0.00	0.00
LOCAL TAXES	849,989.00	0.00	0.00	842,021.21	0.00	7,967.79	99.06
STATE/FEDERAL REVENUE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OTHER REVENUE	356,611.00	8,572.93	0.00	100,961.79	0.00	255,649.21	28.31
INVESTMENT REVENUE	2,000.00	19.00	0.00	11,707.00	0.00	9,707.00	585.35
TRANSFERS	1,018,200.00	84,850.00	0.00	1,018,200.00	0.00	0.00	100.00
*** TOTAL REVENUES ***	2,226,800.00	93,441.93	0.00	1,972,890.00	0.00	253,910.00	88.60
<u>EXPENDITURE SUMMARY</u>							
NON DEPARTMENTAL	2,416,409.00	166,739.15	0.00	1,747,248.10	0.00	669,160.90	72.31
*** TOTAL EXPENDITURES ***	2,416,409.00	166,739.15	0.00	1,747,248.10	0.00	669,160.90	72.31
** REVENUE OVER (UNDER) EXPENDITURES *	( 189,609.00)	( 73,297.22)	0.00	225,641.90	0.00	( 415,250.90)	219.00

REVENUE & EXPENSE REPORT

AS OF: DECEMBER 31ST, 2019

36 -ELECTRIC FUND  
FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
BUDGETED CASH CARRYOVER	0.00	0.00	0.00	0.00	0.00	0.00	0.00
STATE/FEDERAL REVENUE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
UTILITY REVENUE	10,120,500.00	805,867.19	0.00	10,259,982.48	0.00 (	139,482.48)	101.38
OTHER REVENUE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
INVESTMENT REVENUE	25,000.00	200.00	0.00	79,942.00	0.00 (	54,942.00)	319.77
TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
*** TOTAL REVENUES ***	10,145,500.00	806,067.19	0.00	10,339,924.48	0.00 (	194,424.48)	101.92
<u>EXPENDITURE SUMMARY</u>							
ADMINISTRATION	3,454,890.00	355,327.04	0.00	1,436,558.69	0.00	2,018,331.31	41.58
ELECTRIC PRODUCTION	7,289,260.00	238,780.11	20,222.22	4,955,369.50	8,972.94	2,345,139.78	67.83
ELECTRIC DISTRIBUTION	715,565.00	5,224.67	1,134.37	582,346.95	65,760.92	68,591.50	90.41
*** TOTAL EXPENDITURES ***	11,459,715.00	599,331.82	21,356.59	6,974,275.14	74,733.86	4,432,062.59	61.32
** REVENUE OVER (UNDER) EXPENDITURES *	( 1,314,215.00)	206,735.37	21,356.59	3,365,649.34	( 74,733.86)	( 4,626,487.07)	352.03

CITY OF RUSSELL  
 REVENUE & EXPENSE REPORT  
 AS OF: DECEMBER 31ST, 2019

38 -WATER FUND  
 FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
BUDGETED CASH CARRYOVER	0.00	0.00	0.00	0.00	0.00	0.00	0.00
STATE/FEDERAL REVENUE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
UTILITY REVENUE	2,284,000.00	227,029.83	0.00	2,851,317.70	0.00	( 567,317.70)	124.84
OTHER REVENUE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
INVESTMENT REVENUE	9,000.00	69.00	0.00	35,192.00	0.00	( 26,192.00)	391.02
*** TOTAL REVENUES ***	2,293,000.00	227,098.83	0.00	2,886,509.70	0.00	( 593,509.70)	125.88
<u>EXPENDITURE SUMMARY</u>							
ADMINISTRATION	1,705,632.00	741,130.24	0.00	1,688,193.97	0.00	17,438.03	98.98
WATER PRODUCTION	941,490.00	61,366.22	18,896.52	771,619.17	13,398.56	175,368.79	81.37
WATER DISTRIBUTION	288,690.00	26,568.65	0.00	245,536.83	9,025.29	34,127.88	88.18
*** TOTAL EXPENDITURES ***	2,935,812.00	829,065.11	18,896.52	2,705,349.97	22,423.85	226,934.70	92.27
** REVENUE OVER (UNDER) EXPENDITURES *	( 642,812.00)	( 601,966.28)	18,896.52	181,159.73	( 22,423.85)	( 820,444.40)	127.63

CITY OF RUSSELL  
 REVENUE & EXPENSE REPORT  
 AS OF: DECEMBER 31ST, 2019

46 -WASTEWATER FUND  
 FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
BUDGETED CASH CARRYOVER	0.00	0.00	0.00	0.00	0.00	0.00	0.00
UTILITY REVENUE	754,400.00	80,925.46	0.00	927,365.12	0.00	( 172,965.12)	122.93
OTHER REVENUE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
INVESTMENT REVENUE	<u>1,600.00</u>	<u>18.00</u>	<u>0.00</u>	<u>8,416.00</u>	<u>0.00</u>	( <u>6,816.00</u> )	<u>526.00</u>
*** TOTAL REVENUES ***	<u>756,000.00</u>	<u>80,943.46</u>	<u>0.00</u>	<u>935,781.12</u>	<u>0.00</u>	( <u>179,781.12</u> )	<u>123.78</u>
<u>EXPENDITURE SUMMARY</u>							
ADMINISTRATION	<u>767,361.00</u>	<u>268,310.08</u>	<u>548.88</u>	<u>633,952.15</u>	<u>1,668.24</u>	<u>132,289.49</u>	<u>82.76</u>
*** TOTAL EXPENDITURES ***	<u>767,361.00</u>	<u>268,310.08</u>	<u>548.88</u>	<u>633,952.15</u>	<u>1,668.24</u>	<u>132,289.49</u>	<u>82.76</u>
** REVENUE OVER (UNDER) EXPENDITURES *	( 11,361.00)	( 187,366.62)	548.88	301,828.97	( 1,668.24)	( 312,070.61)	746.86

REVENUE & EXPENSE REPORT  
AS OF: DECEMBER 31ST, 2019

48 -SANITATION RESERVE  
FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
BUDGETED CASH CARRYOVER	0.00	0.00	0.00	0.00	0.00	0.00	0.00
STATE/FEDERAL REVENUE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
INVESTMENT REVENUE	0.00	8.00	0.00	6,160.00	0.00	(6,160.00)	0.00
TRANSFERS	0.00	150,000.00	0.00	150,000.00	0.00	(150,000.00)	0.00
*** TOTAL REVENUES ***	0.00	150,008.00	0.00	156,160.00	0.00	(156,160.00)	0.00
<u>EXPENDITURE SUMMARY</u>							
NON-DEPARTMENTAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00
*** TOTAL EXPENDITURES ***	0.00	0.00	0.00	0.00	0.00	0.00	0.00
** REVENUE OVER (UNDER) EXPENDITURES **	0.00	150,008.00	0.00	156,160.00	0.00	(156,160.00)	0.00

POOLED CASH REPORT

AS OF: DECEMBER 31ST, 2019

FUND	ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
<u>CLAIM ON CASH</u>					
10	100	GENERAL - CLAIM ON CASH	2,246,033.28	( 323,125.72)	1,922,907.56
12	100	AIRPORT - CLAIM ON CASH	41,786.93	( 4,346.08)	37,440.85
16	100	INDUSTRIAL - CLAIM ON CASH	60,925.83	2,368.71	63,294.54
18	100	BOND & INT - CLAIM ON CASH	103,786.37	0.00	103,786.37
22	100	LIBRARY - CLAIM ON CASH	0.00	0.00	0.00
24	100	FIRE EQUIP - CLAIM ON CASH	117,686.55	1,383.00	119,069.55
26	100	RECREATION - CLAIM ON CASH	0.00	0.00	0.00
27	100	REC EMP BEN - CLAIM ON CASH	0.00	0.00	0.00
28	100	PERS BENEFITS - CLAIM ON CASH	803,054.72	( 137,578.22)	665,476.50
29	100	SPECIAL HWY - CLAIM ON CASH	351,170.59	( 28,277.70)	322,892.89
36	100	ELECTRIC - CLAIM ON CASH	7,156,108.18	( 212,558.74)	6,943,549.44
37	100	WTR IMPROV - CLAIM ON CASH	1,313,085.79	699,400.00	2,012,485.79
38	100	WATER - CLAIM ON CASH	3,026,701.72	( 624,095.90)	2,402,605.82
39	100	SANITATION - CLAIM ON CASH	542,026.59	( 144,117.07)	397,909.52
40	100	ELEC DEPR - CLAIM ON CASH	2,005,581.19	243,333.04	2,248,914.23
43	100	IND PARK TIF - CLAIM ON CASH	0.00	0.00	0.00
45	100	WW REPLACEMENT - CLAIM ON CASH	479,294.68	235,000.00	714,294.68
46	100	WASTEWATER - CLAIM ON CASH	790,375.88	( 180,975.54)	609,400.34
47	100	SPECIAL PARK - CLAIM ON CASH	62,543.82	3,002.04	65,545.86
48	100	SANIT REPL - CLAIM ON CASH	141,663.50	150,000.00	291,663.50
51	100	CAPITAL IMPROV -CLAIM ON CASH	497,120.19	93,676.55	590,796.74
52	100	EQUIP RESERVE - CLAIM ON CASH	299,030.00	62,714.60	361,744.60
61	100	COURT - CLAIM ON CASH	8,010.62	935.89	8,946.51
65	100	EDA GRANT - CLAIM ON CASH	0.00	0.00	0.00
70	100	AIRPORT IMPROV - CLAIM ON CASH	( 1,770.38)	( 16,965.00)	( 18,735.38)
71	100	WICHITA AVE - CLAIM ON CASH	8,530.32	0.00	8,530.32
80	100	HEALTH INS - CLAIM ON CASH	216,731.62	26,641.20	243,372.82
81	100	GOLF COURSE IMPR-CLAIM ON CASH	33,902.14	900.00	34,802.14
82	100	SINK OR SWIM - CLAIM ON CASH	648.75	200.00	848.75
83	100	FIRE INS PROC - CLAIM ON CASH	0.00	0.00	0.00
84	100	RISK MGT RES - CLAIM ON CASH	15,898.60	5,000.00	20,898.60
85	100	DRUG FORFEITURE -CLAIM ON CASH	3,694.78	0.00	3,694.78
86	100	JOHNSON TRUST - CLAIM ON CASH	789,265.21	108,286.26	897,551.47
87	100	FIREFIGHTER AC -CLAIM ON CASH	13,895.95	5.96	13,901.91
89	100	DCC TRUST - CLAIM ON CASH	24,904.08	0.00	24,904.08
90	100	DONATIONS - CLAIM ON CASH	12,398.84	0.00	12,398.84
TOTAL CLAIM ON CASH			21,164,086.34	( 39,192.72)	21,124,893.62

CASH IN BANK - POOLED CASH

99	100	POOL CASH - CHECKING	7,319,719.78	( 33,623.83)	7,286,095.95
99	101	MONEY MARKET ACCT	1,149,424.79	503.86	1,149,928.65
99	102	SUNFLOWER BANK	272,642.17	26,626.20	299,268.37
99	103	UMB INVESTMENTS	843,499.12	98.51	843,597.63
99	104	UMB CHECKING	160,316.22	( 32,797.46)	127,518.76
99	105	KMIP INVESTMENTS	11,415,984.26	0.00	11,415,984.26
99	106	UNB INVESTMENTS	0.00	0.00	0.00
99	107	FORFEITURE	0.00	0.00	0.00

POOLED CASH REPORT  
AS OF: DECEMBER 31ST, 2019

FUND ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
99 108	CASH ON HAND & IMPREST	2,500.00	0.00	2,500.00
99 109	UNB CHECKING GRANT PROCEEDS	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
SUBTOTAL CASH IN BANK - POOLED CASH		21,164,086.34	( 39,192.72)	21,124,893.62
<u>WAGES PAYABLE</u>				
99 201	WAGES PAYABLE	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
SUBTOTAL WAGES PAYABLE		0.00	0.00	0.00
TOTAL CASH IN BANK - POOLED CASH		21,164,086.34	( 39,192.72)	21,124,893.62
<u>DUE TO OTHER FUNDS - POOLED CASH</u>				
99 205	DUE TO OTHER FUNDS	<u>21,164,086.34</u>	( <u>39,192.72</u> )	<u>21,124,893.62</u>
TOTAL DUE TO OTHER FUNDS		21,164,086.34	( 39,192.72)	21,124,893.62

City of Russell  
Pooled Cash Reconciliation

Reviewed by: 

12.30.19

		<u>Summary</u>
Cash on Hand (2 drawers @ \$250 each)	500.00	Cash on Hand \$ 500.00
<b>Southwind Bank</b>		
Southwind Checking 10016767	7,440,230.30	<b>Demand Deposits</b> \$ 7,417,184.46
Deposits in Transit	5,631.52	<b>Time Deposits</b> \$ 12,985,940.79
Outstanding Checks	(159,765.87)	<u>\$ 20,403,625.25</u>
Reconciled Cash Bal	7,286,095.95	
Southwind Money Market 1008527 CD#14299	1,149,928.65	<b>Pledged Securities</b> 500,000.00
	-	8,610,522.75
	-	
Subtotal Southwind	8,436,024.60	9,110,522.75
<b>UMB</b>		
UMB - 30 7067 928 0	127,518.76	
Deposit in Transit		
UMB Imprest 56 0102 534 7	127,518.76	250,000.00
	2,000.00	0.00
MM	1,569.75	
STATE BK INDIA NEW YOR NY	210,000.00	
DIME CMNTY BK BROOKLYN NEW YORK	210,000.00	
BANK OZK CD	210,000.00	843,597.63
ZIONS BANCORPORATION NATL ASSN CD	212,000.00	
ZIONS BANCORPORATION NATL ASSN CD/ACCRUED INT BOUGHT	27.88	
Subtotal UMB	973,116.39	1,093,597.63
<b>Wilson State Bank</b>		
	-	
<b>Sunflower Bank</b>		
Sunflower Checking	272,594.80	
Deposits in Transit	29,121.08	250,000.00
Outstanding Checks	(2,447.51)	105,557.00
Reconciled Cash Bal	299,268.37	355,557.00
<b>Municipal Investment Pool</b>		
Overnite Pool		
Fixed Rate Pool 90 days		
Fixed Rate Pool 90 days		
Fixed Rate Pool 180 days	11,415,984.26	
Fixed Rate Pool 365 days	11,415,984.26	
<b>Total Pooled Cash</b>	<u>\$ 21,124,893.62</u>	

**10.300.2120 10.401.9016 10.401.9051 10.401.9052**

**2018**

Month	Total Received	General 50%	Industrial Econ Dev 7%	Cap Impr 25%	Equip Reserve 18%	Over/(Under) Budget	PROJECTED TOTAL BUDGET \$350,000
JAN	38,407.96	19,203.98	2,688.56	9,601.99	6,913.43	14,233.53	8.56%
FEB	33,352.88	16,676.44	2,334.70	8,338.22	6,003.52	11,701.16	16.22%
MAR	33,262.89	16,631.45	2,328.40	8,315.72	5,987.32	10,675.09	24.22%
APR	31,646.53	15,823.27	2,215.26	7,911.63	5,696.38	10,245.89	31.79%
MAY	32,257.28	16,128.64	2,268.01	8,064.32	5,806.31	9,394.11	39.88%
JUN	34,446.87	17,223.44	2,411.28	8,611.72	6,200.44	12,659.45	47.60%
JUL	36,728.26	18,364.13	2,570.98	9,182.07	6,611.09	11,856.30	56.40%
AUG	36,297.10	18,148.55	2,540.80	9,074.28	6,533.48	11,420.17	65.21%
SEP	34,262.10	17,131.05	2,398.35	8,565.53	6,167.18	8,912.91	74.18%
OCT	42,575.24	21,287.62	2,980.27	10,643.81	7,663.54	17,805.33	82.95%
NOV	42,321.33	21,160.67	2,962.49	10,580.33	7,617.84	16,759.28	91.99%
DEC	40,593.12	20,296.56	2,841.52	10,148.28	7,306.76	17,973.47	100.00%
<b>Total</b>	<b>436,151.56</b>	<b>218,075.78</b>	<b>30,530.61</b>	<b>109,037.89</b>	<b>78,507.28</b>	<b>\$282,514.87</b>	<b>153,636.69</b>

Year	Amount	% Change
2017	399,732.55	0.59%
2016	397,383.34	-1.51%
2015	449,066.85	-8.93%
2014	493,114.38	10.75%
2013	445,245.43	-2.82%
2012	458,145.25	-1.79%
2011	466,481.58	15.27%
2010	404,676.03	

**10.300.2120 10.401.9016 10.401.9051 10.401.9052**

**2019**

Month	Total Received	General 50%	Industrial Econ Dev 7%	Cap Impr 25%	Equip Reserve 18%	Over/(Under) Budget	PROJECTED TOTAL BUDGET \$400,000
JAN	51,663.16	25,831.58	3,161.42	12,915.79	9,299.37	28,307.46	8.74%
FEB	45,055.02	22,527.51	3,163.85	11,263.76	8,109.90	21,770.53	16.39%
MAR	53,741.41	26,870.71	3,761.90	13,436.35	9,673.45	31,522.98	23.97%
APR	45,770.93	22,885.47	3,203.97	11,442.73	8,238.77	22,457.45	31.65%
MAY	44,366.58	22,183.29	3,105.66	11,091.65	7,985.98	19,199.04	39.39%
JUN	55,633.46	27,816.73	3,894.34	13,908.37	10,014.02	30,082.61	47.23%
JUL	39,519.42	19,759.71	2,766.36	9,879.86	7,113.50	14,463.06	55.63%
AUG	32,067.19	16,033.60	2,244.70	8,016.80	5,772.09	7,172.05	64.35%
SEP	41,036.31	20,518.16	2,872.54	10,259.08	7,386.54	14,419.02	72.68%
OCT	32,315.84	16,157.92	2,262.11	8,078.96	5,816.85	17,316.26	81.89%
NOV	37,519.22	18,759.61	2,626.35	9,379.81	6,753.46	17,541.59	91.25%
DEC	38,695.90	18,347.95	2,558.71	9,173.98	6,605.26	36,695.90	100.00%
<b>Total</b>	<b>515,384.44</b>	<b>257,692.22</b>	<b>36,076.91</b>	<b>128,846.11</b>	<b>92,769.20</b>	<b>\$390,519.67</b>	<b>124,864.77</b>

Year	Amount	% Change
2018	436,151.56	9.11%
2017	399,732.55	0.59%
2016	397,383.34	-1.51%
2015	449,066.85	-8.93%
2014	493,114.38	10.75%
2013	445,245.43	-2.82%
2012	458,145.25	-1.79%
2011	466,481.58	15.27%
2010	404,676.03	

BOARD MEMBERS

Board	Term	Name	Appt. Ends	
Airport	Permanent	Public Works Director	Ex-Officio	
Airport	3 Years	Mick Allen	2023	
Airport	3 Years	Dave Anderson	2023	
Airport	3 Years	Jerri Shields	2021	
<b>Airport</b>	<b>3 Years</b>	<b>Mason Angel</b>	<b>2022</b>	
<b>Airport</b>	<b>3 Years</b>	<b>Mark David</b>	<b>2022</b>	
Building Trades	3 years	<b>Barry Stalcup</b>	<b>2023</b>	Plumbing
Building Trades	3 years	Jeremy Sohm	2021	Mechanical
Building Trades	3 years	Doug Meyer	2021	At-Large
Building Trades	3 years	Brady Stoppel	2022	Building
Building Trades	3 years	Darrel Ryan	2022	Electrical
Deines Center	Family	Darlene Woelk		
Deines Center	Permanent	Nancy Holland		
<b>Deines Center</b>	<b>2 Years</b>	<b>Aldean Banker</b>	<b>2022</b>	
<b>Deines Center</b>	<b>2 Years</b>	<b>Rebecca Dreiling</b>	<b>2022</b>	
<b>Deines Center</b>	<b>2 Years</b>	<b>Virginia Rohleder</b>	<b>2022</b>	
Deines Center	2 Years	Marvel Castor	2020	
Deines Center	2 Years	Sandy Daugherty	2020	
<b>Deines Center</b>	<b>2 Years</b>		<b>2021</b>	Unexpired Term
Deines Center	2 Years	David Friday	2021	
Golf	Permanent	Ladies' Golf Assn. President		
Golf	Permanent	Men's Golf Assn. President		
<b>Golf</b>	<b>3 Years</b>		<b>2023</b>	
Golf	3 Years	David Banks	2021	
Golf	3 Years	Mick Allen	2021	
Golf	3 Years	John Cross	2022	
Golf	3 Years	Ann Coady	2022	
Housing	4 Years	Jack Benander	2020	
Housing	4 Years	Jon Birky	2021	
Housing	4 Years	Mallory David	2021	
Housing	4 Years	John Dumler	2022	
Housing	4 Years	Rachel Decker	2022	
Health	1 Year	Mayor	Permanent	
Health	1 Year	City Manager	Permanent	
Health	1 Year	Health Officer-Dr. Sommers	Permanent	
Health	1 Year	Larry Daugherty	2020	
<b>Library</b>	<b>4 Year</b>		<b>2023</b>	
<b>Library</b>	<b>4 Year</b>	<b>Gay Busker</b>	<b>2023</b>	
Library	4 Year	Julie Bernard	2020	

Library	4 Year	Denise Lynch	2020
Library	4 Year	Dan Krug	2021
Library	4 Year	Jaynell Cole	2022
Library	4 Year	Audrey Lofland	2022

<b>Planning</b>	<b>3 Year</b>	<b>Jim Dumler</b>	<b>2022</b>
Planning	3 Year	Nathan Ryan	2020
Planning	3 Year	Kelly Branum	2020
Planning	3 Year	Ken Jeroue	2021
Planning	3 Year	Brady Ruggels	2021
Recreation	4 Year	Mike McKenna	2020
Recreation	4 Year	Cecilia Shumaker	2020
Recreation	4 Year	David Beagley	2021
Recreation	4 Year	Tammi Buhrle	2021
Recreation	4 Year	Curtis Sohm	2022
<b>Tree</b>	<b>3 Year</b>	<b>Jim Cross</b>	<b>2022</b>
<b>Tree</b>	<b>3 Year</b>	<b>Derril Castor</b>	<b>2022</b>
Tree	3 Year	Marge Gilpin	2020
Tree	3 Year	Daron Woelk	2020
Tree	3 Year	Duane Adams	2020
Tree	3 Year	Dianna Morris	2021
Tree	3 Year	Steve Long	2021

Updated 01/16/20

## OUTSIDE BOARD APPOINTMENTS

<u>Board</u>	<u>Term</u>	<u>Name</u>	<u>Appt Ends</u>
Central KS Comm Corrections	2 Years	Coleen Boxberger	2020
Juvenile Justice Authority	2 Years	Dan Krug	2020
Economic Development (Voting)	3 Years		2022
Economic Development (Voting)	3 Years	Jon Quinday	2020
Economic Development (Voting)	3 Years	Daron Woelk	2021
Economic Development (Voting)	3 Years	Jim Cross	2021

Updated 01/16/20



# City Council Agenda Form

**Meeting Date:** January 21, 2020  
**Agenda Item Title:** Water Department Backhoe/Loader  
**Department:** Water

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**Agenda Item Description:** Purchase of a New Backhoe/Loader for Water Department

**Background:** Replacement of a Water Distribution Backhoe/Loader was scheduled for 2019 in the Equipment Reserve Plan. The current unit in service at the water department is a 2012 Case 580N with 2950 hours. The Case unit would be transferred to the Street Department replacing a 1997JD backhoe/Loader with 8992 hours. This JD unit would be removed from the Street inventory by an auction service at a later date.

Two bids were solicited for a new Loader/Backhoe unit with a RFB deadline of December 27th, 2019. One was sent to Foley Equipment Co. and returned with a bid of \$88,450.00 on a Caterpillar Model 420F2. The other was sent to Murphy Tractor & Equipment Inc. and returned with a bid of \$89,860.00 on a John Deere Model 310SL. Both bids meet the specifications of the request for bids. Both industrial equipment companies services are located out of Great Bend and both have a one year warranty.

Each company provided a demonstrator at the water department and staff was able to operate and examine both units.

**City Attorney Review/ Comment:** N/A

**Funding Source:** Water Improvement Fund

**Options:**

1. Accept the lower bid from Foley Equipment Co. in the amount of \$88,450.00
2. Accept the bid from Murphy Tractor & Equipment in the amount of \$89,860.00
3. Take no action and provide staff with further direction.

**Staff Recommendation:** Accept the lower bid for a Caterpillar Model 420F2 from Foley Equipment Co. in the amount of 88,450.00

**Attachment(s):** Vendor Bids

# City of Russell

## Request for Bids

New  
Loader/Backhoe  
MFWD

Date of Issue:11/25/19

Bid Due Date:12/27/19

**Introduction**

The City of Russell is requesting bids for a new Backhoe Loader. This solicitation includes no trade-in. Bids will be accepted until 12:00 pm December 27, 2019 at the City Building, 133 W. 8<sup>th</sup> St., PO Box 112, Russell KS 67665.

This written Request for Bids (RFB) states the scope of the City of Russell requirements and specifies general rules preparing the bid.

The bid should clearly demonstrate how the vendor can best satisfy the requirements of the City of Russell. The City of Russell shall reserve the right to award the purchase order which is most advantageous to the City of Russell.

**Rules of Preparation**

The submitted bid must follow the rules and format established within this RFB. Adherence to these rules will ensure a fair and objective analysis of all bids. Failure to comply with any portion of this request may result in rejection of a bid.

**Vendor Inquiries**

The Public Works Department of the City of Russell has prepared this RFB and has designated Water/Wastewater Superintendent Mark Hamel as project manager. Please direct questions or comments concerning either the administrative or technical requirements of this RFB to the project manager.

Mark Hamel Water Supervisor  
City of Russell  
PO Box 112  
Russell, KS 67665  
785.483.6311 office  
[mark@russellcity.org](mailto:mark@russellcity.org)

To ensure a timely response, questions should be emailed to the Project Manager at the specified address listed above.

**Submission of Bids**

Please prepare and submit one (1) original and two (2) copies of the bid. Completed bids should be sealed and clearly marked "**Water Backhoe**" in bold or highlighted text with strict instructions not to open until the due date and be submitted to the Project Manager by the due date.

Bids received after the above date and time will be considered late and will not be accepted. Responses will be evaluated objectively based on the vendor's response to the RFB.

The City of Russell will not pay costs incurred in the bid preparation including but not limited to the costs for printing, demonstration, negotiations process, etc. All costs for the preparation of the bid shall be borne by the proposing vendor.

**Notification of Withdrawal of Bid**

Bids may be modified or withdrawn by an authorized representative of the vendor or by formal written notice prior to the final due date and time specified for bid submission. Otherwise, bids will be considered valid for at least sixty (60) days from the opening date. Submitted bids will become the property of the City of Russell after the bid submission deadline.

**Minimum Specifications and Scope of Project**

See Attachment "B" for Bid Instructions and Minimum Specifications

**Contractual Obligations**

The successful vendor will be required to accept a purchase order from the City of Russell in which the vendor will undertake certain obligations. These obligations include, but are not limited to, the following:

*Costs* – All costs are to be stated in exact amounts. All costs must be detailed specifically in the vendor cost summary section of the bid; no additional charges (e.g. for sales tax, container packing, installation, training, out-of-pocket expense, etc.) will be allowed unless so specified in the bid.

*Selection* – The final award is subject to the City of Russell's purchasing policy.

**Right of the City of Russell to Reject Bids**

The City of Russell reserves the right to reject any and all bids or any part of any bids, to waive minor defects or technicalities, or to solicit new bids on the same project or on a modified project which may include portions of the originally proposed project as the City of Russell may deem necessary in its best interest. The City also reserves the right to negotiate with any vendor, all or part of any bid that is in the best interest of the City.

**Non-limitations to RFB**

The format of the RFB must be followed and all requested information must be submitted as indicated; however, the City of Russell is receptive to any additional suggestions pertaining to services development, additional related capabilities, and any alternative methods for providing related services. Any exceptions to the RFB terms and conditions must be included in writing in the bid.

**Interpretations and addenda**

No interpretation made to any respondent as to the meaning of the RFB shall be binding on the City of Russell unless repeated in writing and distributed as an addendum by the City of Russell. Interpretations and/or clarification shall be requested writing from the Project Manager.

**Bid Response Format**

In order to facilitate the analysis of response to this RFB, vendors are required to prepare their bid in accordance with the instructions outlined in this section. Each vendor is required to submit the bid documents in response to the RFB in a sealed envelope. Vendors whose bids deviate from these instructions may be considered nonresponsive and may be disqualified at the discretion of the City of Russell.

Bids should be prepared as simply as possible and provide a straightforward, concise description of the vendor's capabilities to satisfy the requirements of the RFB. Expensive bindings, promotional material, etc., are not necessary or desired.

Emphasis should be concentrated on accuracy, completeness, and clarity of content. The bid should be submitted on the Bid Sheet provided in Attachment "C".

**Confidentiality of Documents**

All responses to the RFB submitted by vendors shall be deemed public documents at the time opened by the City of Russell. The RFB is intended to be worded in a manner so as not to elicit proprietary information from the vendor. If proprietary information is submitted as part of the bid, such information is to be labeled proprietary and be accompanied with a request that the information is to be returned by the City of Russell to the submitter. Any bid that is submitted with a blanket statement or limitation that would prohibit or limit such public inspection shall be considered non-responsive and shall be rejected.

**Legal Notice**

The City of Russell reserves the right to reject any and all bids and waive any or all technicalities, as determined by the City Manager of the City of Russell.

The City of Russell expects a professional job, done commensurate with the standards and practices of the profession/or business.

All persons awarded and/or entering into purchase orders with the City of Russell shall be subject to and required to comply with all applicable City, State and Federal provisions.

**CITY OF RUSSELL  
Water Distribution**

**BID INSTRUCTIONS  
FOR  
New Backhoe Loader**

**GENERAL**

The specifications and dimension that follow shall apply to the purchase of One new Backhoe Loader MFWD with Cab for the City of Russell, Kansas. The City reserves the right to waive minor technicalities under this specification.

The Backhoe Loader shall be a 2019 or newer and unused, under standard production by the manufacturer, and of which parts are stocked at one or more locations in Kansas or Greater Kansas City. All parts on the Backhoe Loader shall be new and unused. Bidder must be a manufacturer's authorized dealer for the product represented in their bid and will be held responsible for the submission of proper information to the manufacturer.

The bidder agrees, if his proposal is accepted, to guarantee the design, material and workmanship of the Backhoe Loader according to the standard factory warranty, or for one year, whichever is greater. **A copy of the warranty shall accompany the bid.** All service called for in the standard warranty shall apply without exception. Warranty coverage shall include costs incurred in the transportation of the Backhoe Loader to and from the dealer's shop, if required, or travel time and expenses to and from the City of Russell's facilities, should warranty work be performed in the field.

Complete specifications and literature on the Backhoe Loader shall accompany the bid. Any exceptions to these specifications shall be indicated on the bid or on a separate attachment to the bid, labeled as such.

Any "Or Approved Equal" or "equivalent" (OAE) items for brand specified components shall be listed with the bid package. Complete description and literature on the "equivalent" components shall be supplied for consideration by the City. The burden of proof regarding the "equivalent" shall be upon the vendor.

**DELIVERY**

The Backhoe Loader shall be delivered complete and fully operational to the Water Department at 441 Lucas Street. The Backhoe Loader must comply with all applicable Federal and State regulations. It shall be properly serviced, free of leaks, and all mechanical adjustments made prior to delivery. A minimum of three (3) business days' notice shall be given prior to delivery. Delivery must be made between the hours of 8:00 a.m. and 3 p.m. weekdays.

All costs associated with transportation will be bidder's responsibility.

The Backhoe Loader with missing equipment or otherwise failing to meet specification shall not be accepted and shall become the vendor's responsibility.

A dealer's representative shall provide instructions on the proper operation and maintenance at the time of delivery.

**TECHNICAL SERVICE**

The services of a competent technician, thoroughly knowledgeable in the use, operation and servicing of the Backhoe Loader, shall instruct City personnel in the proper use, safety, operation and preventative maintenance of the Backhoe Loader and test the Backhoe Loader for satisfactory performance. This instruction shall be performed on a date to be agreed upon by the Water Department supervisor.

**ITEM SPECIFICATIONS  
FOR  
One New Backhoe Loader MFWD w/Cab**

SHOW MFG. AND MODEL OFFERED: JOHN DEERE 310SL

BASE BID – Backhoe Loader

If specification is met, indicate with a "Y" in the provided space. If exception is taken, bidder must indicate with an "N" and explain in the Exception Comment section following the line item specification. (Use separate page, if necessary and list page number and item number.)

All components and accessories shall be new, unused, serviced and ready for delivery.

**ENGINE/TRANSMISSION**

(Y/N)

Item #

1) Y Diesel 100 HP or More  
Exception Comments: \_\_\_\_\_  
\_\_\_\_\_

2) Y MFWD axle with Automatic Shift and Guards  
Exception Comments: \_\_\_\_\_  
\_\_\_\_\_

**TIRES**

3) Y Rear Tires 19.5 L-24 12 Ply  
Exception Comments: \_\_\_\_\_  
\_\_\_\_\_

4) Y Front Tires 12.5/80-18  
Exception Comments: \_\_\_\_\_  
\_\_\_\_\_

HYDRAULICS

5) Y Ride Control  
Exception Comments: \_\_\_\_\_

6) Y Backhoe Auxiliary Hydraulics for Attachments  
Exception Comments: \_\_\_\_\_

OPERATORS CAB

5) Y AC/Heat AM, FM, Weather Radio with sun visor  
Exception Comments: \_\_\_\_\_

6) Y Cloth and Air Suspension with arm rests  
Exception Comments: \_\_\_\_\_

7) Y Owners, Operators manuals Shop CD if available  
Exception Comments: \_\_\_\_\_

8) Y Inside and outside rearview mirrors  
Exception Comments: \_\_\_\_\_

9) Y Extra LED lights  
Exception Comments: 2 EXTRA LED SPOT LIGHTS + 8 LED FLOOD LIGHTS IN LIEU OF STANDARD HALOGEN LIGHT PACKAGE

Backhoe

10) Y Backhoe External Extendible Boom Dipper Stick  
Exception Comments: \_\_\_\_\_

11) Y Pilot controls with two levers  
Exception Comments: \_\_\_\_\_

12) Y Front Counter Weights

Exception Comments: 750lb. FRONT COUNTERWEIGHT

13) Y

24" Standard Duty Bucket w/ TK style Cam Lok tooth pins

Exception Comments: \_\_\_\_\_

14) Y

Heavy Duty Stabilizer Pads

Exception Comments: \_\_\_\_\_

Loader

15) Y

Single Lever Three-Function

Exception Comments: \_\_\_\_\_

16) N

Standard Pin on Front Loader Bucket of least 1.5 Cu. yds w/reversible bolt on cutting edge

Exception Comments: 1.3 Cu. Yds.

17) Y

Front hydraulics for front attachments

Exception Comments: \_\_\_\_\_

The following items shall be bid as **OPTIONS** and shall be quoted individually as indicated on the Bid Form and shall reflect those costs in addition to the **BASE BID**. It shall be understood that the City of Russell may select any variety of the listed options.

OPTION #1 – None

#### TRADE-IN INFORMATION

The City of Russell will have nothing for trade-in:

#### TAXES

This purchase is tax exempt. Appropriate certification will be supplied to vendor upon request.

BID SHEET  
Backhoe Loader

BRAND AND MODEL: JOHN DEERE 310SL

YEAR: 2020

APPROXIMATE DELIVERY DATE: 45-60 DAYS FROM ORDER

WARRANTY: FACTORY STANDARD WARRANTY -> 1 YR. UNLIMITED HRS. COMPREHENSIVE

ALL OPTIONS SHALL REFLECT THOSE COSTS IN ADDITION TO THE BASE BID

DELIVERED F.O.B. TO CITY OF RUSSELL, 441 Lucas Street, Russell Kansas

	OUT-RIGHT PRICE	TRADE-IN CREDIT	TOTAL
BASE BID- Backhoe Loader	\$ <u>89,860<sup>00</sup></u>	<\$ <u>XXXX</u> >	\$ <u>89,860<sup>00</sup></u>
OPTION #1 -			\$ _____
<b>TOTAL BID</b>			\$ <u>89,860<sup>00</sup></u>

REPRESENTATIVE LUKE FANSHIER

COMPANY MURPHY TRACTOR

ADDRESS 325 S. HWY 281 GREAT BEND, KS 67530

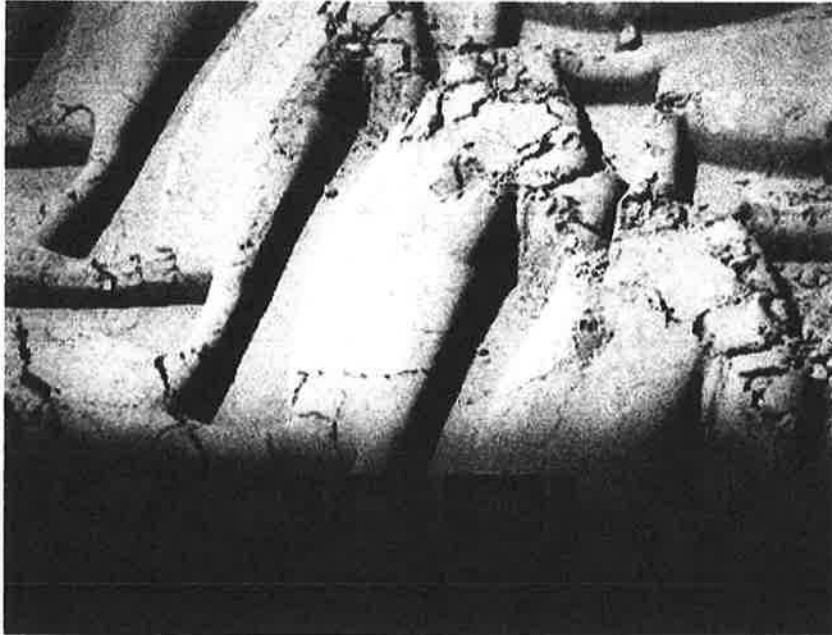
TELEPHONE NUMBER 620-282-7559 DATE 12/27/19

COMMENTS INCLUDED IN BID: BACKHOE COUPLER TO  
EASILY CHANGE BACKHOE BUCKET SIZES/ ATTACHMENTS

Quote Id: 20937867

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Prepared For:  
**CITY OF RUSSELL**



Prepared By: **LUKE FANSHIER**

Murphy Tractor & Equipment  
325 South Highway 281  
Great Bend, KS 67530

Tel: 620-792-2748

Mobile Phone: 620-282-7559

Fax: 620-793-8463

Email: [lfanshier@murphytractor.com](mailto:lfanshier@murphytractor.com)

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**Quote Summary**

**Prepared For:**  
CITY OF RUSSELL  
133 W 8th St  
Russell, KS 67665  
Business: 785-483-6311

**Prepared By:**  
LUKE FANSHIER  
Murphy Tractor & Equipment  
325 South Highway 281  
Great Bend, KS 67530  
Phone: 620-792-2748  
Mobile: 620-282-7559  
lfanshier@murphytractor.com

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**Quote Id:** 20937867  
**Created On:** 12 December 2019  
**Last Modified On:** 31 December 2019  
**Expiration Date:** 27 February 2020

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<b>Equipment Summary</b>	<b>Qty</b>	<b>Extended</b>
JOHN DEERE 310SL BACKHOE LOADER	1	
John Deere Extended Warranty- Factory Standard Warranty 1 Yr. Comprehensive Warranty	1	
<b>Equipment Total</b>		<b>\$ 89,860.00</b>

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<b>Quote Summary</b>	
Equipment Total	\$ 89,860.00
SubTotal	\$ 89,860.00
Total	\$ 89,860.00
<b>Balance Due</b>	<b>\$ 89,860.00</b>

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_

# Selling Equipment

Quote Id: 20937867

Customer: CITY OF RUSSELL

## JOHN DEERE 310SL BACKHOE LOADER

Hours:

Stock Number:

Description	Qty
310SL BACKHOE LOADER	1

### Standard Options - Per Unit

JDLink Ultimate 5 Year Subscription	1
John Deere PowerTech Plus 4.5L (276 Cu. In.) Engine Meets Final Tier 4 and Stage IV Emissions	1
Cab	1
English Decals with English Operator and Safety Manuals	1
Mechanical Front Wheel Drive (MFWD) with Limited Slip Differential Autoshift Transmission	1
Galaxy 19.5L - 24 in. 12 PR Rear & 12.5/80-18 10PR Front	1
Pilot Controls, Two Lever, with Pattern Selection	1
Deere Standard Quick Coupler	1
24" (610 mm) Wide, Heavy-Duty, 7.5 Cu. Ft. (0.21 Cu. M.) Capacity Bucket	1
Extendible Dipperstick	1
Auxiliary Hydraulic with One Way Flow (Hammer)	1
Three-Function Loader Hydraulics, Single Lever	1
1.3 Cu. Yd. (1.0 Cu. M.) 92 in. (2.34 m) Wide Heavy Duty Long Lip Bucket with Bolt on Cutting Edge and Skid Plates	1
750 Lb. (340 kg) Front Counterweight	1
Dual Maintenance Free Batteries With Disconnect and Jump Post	1
Front View Mirror	1
Engine Coolant Heater	1
Ride Control	1
LED Light Package	1
Full MFWD Driveshaft Guard	1
Radio, Bosch Basic Package	1
Sun Visor	1
Exterior Rear View Mirrors (2)	1
Heavy-Duty Stabilizer Pads	1



# Selling Equipment



Quote Id: 20937867

Customer: CITY OF RUSSELL

Seat, Cloth Air-Suspension	1
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**Service Agreements**

John Deere Extended Warranty -  
Factory Standard Warranty 1 Yr.  
Comprehensive Warranty

**TECHNICAL SERVICE**

The services of a competent technician, thoroughly knowledgeable in the use, operation and servicing of the Backhoe Loader, shall instruct City personnel in the proper use, safety, operation and preventative maintenance of the Backhoe Loader and test the Backhoe Loader for satisfactory performance. This instruction shall be performed on a date to be agreed upon by the Water Department supervisor.

**ITEM SPECIFICATIONS  
FOR  
One New Backhoe Loader MFWD w/Cab**

SHOW MFG. AND MODEL OFFERED: CAT 420F2

BASE BID – Backhoe Loader

If specification is met, indicate with a "Y" in the provided space. If exception is taken, bidder must indicate with an "N" and explain in the Exception Comment section following the line item specification. (Use separate page, if necessary and list page number and item number.)

All components and accessories shall be new, unused, serviced and ready for delivery.

**ENGINE/TRANSMISSION**

(Y/N)  
Item #  
1) Y Diesel 100 HP or More  
Exception Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2) Y MFWD axle with Automatic Shift and Guards  
Exception Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**TIRES**

3) Y Rear Tires 19.5 L-24 12 Ply  
Exception Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4) Y Front Tires 12.5/80-18  
Exception Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

HYDRAULICS

- 5) Y Ride Control  
Exception Comments: \_\_\_\_\_  
\_\_\_\_\_
- 6) Y Backhoe Auxiliary Hydraulics for Attachments  
Exception Comments: \_\_\_\_\_  
\_\_\_\_\_

OPERATORS CAB

- 5) Y AC/Heat AM, FM, Weather Radio with sun visor  
Exception Comments: \_\_\_\_\_  
\_\_\_\_\_
- 6) Y Cloth and Air Suspension with arm rests  
Exception Comments: \_\_\_\_\_  
\_\_\_\_\_
- 7) Y Owners, Operators manuals Shop CD if available  
Exception Comments: \_\_\_\_\_  
\_\_\_\_\_
- 8) Y Inside and outside rearview mirrors  
Exception Comments: \_\_\_\_\_  
\_\_\_\_\_
- 9) N Extra LED lights  
Exception Comments: 8 Halogen  
8 LED Lights Add \$1500.00

Backhoe

- 10) Y Backhoe External Extendible Boom Dipper Stick  
Exception Comments: \_\_\_\_\_  
\_\_\_\_\_
- 11) Y Pilot controls with two levers  
Exception Comments: \_\_\_\_\_  
\_\_\_\_\_
- 12) Y Front Counter Weights

Exception Comments: \_\_\_\_\_

13) Y/N

24" Standard Duty Bucket w/TK style Cam Lok tooth pins

Exception Comments: 24" bucket with CAT Advansys teeth + pins

14) Y

Heavy Duty Stabilizer Pads

Exception Comments: \_\_\_\_\_

Loader

15) Y

Single Lever Three-Function

Exception Comments: \_\_\_\_\_

16) Y

Standard Pin on Front Loader Bucket of least 1.5 Cu. yds w/reversible bolt on cutting edge

Exception Comments: \_\_\_\_\_

17) Y

Front hydraulics for front attachments

Exception Comments: \_\_\_\_\_

The following items shall be bid as **OPTIONS** and shall be quoted individually as indicated on the Bid Form and shall reflect those costs in addition to the **BASE BID**. It shall be understood that the City of Russell may select any variety of the listed options.

OPTION #1 – None

#### TRADE-IN INFORMATION

The City of Russell will have nothing for trade-in:

#### TAXES

This purchase is tax exempt. Appropriate certification will be supplied to vendor upon request.

**BID SHEET**  
**Backhoe Loader**

BRAND AND MODEL: CAT 420F2

YEAR: 2020

APPROXIMATE DELIVERY DATE: 4-6 weeks

WARRANTY: 1yr/1000 hr full machine (Extra Warranty available)

ALL OPTIONS SHALL REFLECT THOSE COSTS IN ADDITION TO THE BASE BID

DELIVERED F.O.B. TO CITY OF RUSSELL, 441 Lucas Street, Russell Kansas

	OUT-RIGHT PRICE	TRADE-IN CREDIT	TOTAL
BASE BID- Backhoe Loader	\$ <u>86,950.00</u>	<\$ <u>XXXX</u> >	\$ <u>86,950.00</u>
OPTION #1 -			\$ _____
<b>TOTAL BID</b>			\$ <u>86,950.00</u>

+ 1500.00  
\$88,450.00

REPRESENTATIVE Jay Wade

COMPANY Foley Equipment Co.

ADDRESS 701 E. 10<sup>th</sup> Street Great Bend, KS 67530

TELEPHONE NUMBER 620-791-8613 DATE 12-27-2019

COMMENTS \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**FOLEY**  
EQUIPMENT

**CAT**<sup>®</sup>

Quote 173601-01  
December 27, 2019

CITY OF RUSSELL  
PO BOX 112  
RUSSELL  
Kansas  
67665-0112

Dear Sir,

We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration.

**CATERPILLAR Model: 420F2 HRC Backhoe/Industrial Loaders**

**STOCK NUMBER: TBD      SERIAL NUMBER: TBD      YEAR: 2020      SMU:**

We wish to thank you for the opportunity of quoting on your equipment needs. This quote is contingent upon Customer's acceptance of Foley's standard terms and conditions. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Jay Wade  
Regional Sales Representative

## CATERPILLAR Model: 420F2 HRC Backhoe/Industrial Loaders

### STANDARD EQUIPMENT

**CONSIST NOTE**, THIS LISTING IS A GENERAL DESCRIPTION, OF A 420F2 BACKHOE LOADER EQUIPPED WITH, THE LOWEST CHARGE ITEMS.,

**BOOMS, STICKS AND LINKAGES**, 14'4" Center pivot excavator style, backhoe, Pilot operated joystick hydraulic, controls with pattern changer valve, Pilot operated stabilizer controls, Boom transport lock, Swing transport lock, Street pads stabilizer shoes, Anti-drift hydraulics, (Boom, Stick and E-Stick), Cat Cushion Swing(tm) system, Bucket level indicator, Lift cylinder brace, Return-to-dig (auto bucket positioner), Self-leveling loader with single lever, control, Transmission neutralizer switch, Single Tilt Loader

**POWERTRAIN**, Cat C4.4, 74.5KW (Net 93HP / 69kW), Direct Injection Turbo Charged Engine,, with ACERT technology., US EPA Tier4 Final Emissions Compliant, with Selective Catalytic Reduction(SCR), Water separator with service indicator, Thermal starting aid system, Eco mode, A dry-type axial seal air cleaner with, integral precleaner, automatic dust, ejection system & filter condition, indicator, Hydraulically boosted multi-plate wet, disk brake with dual pedals & interlock, Differential lock, Drive-line parking brake, High Ambient Cooling Package, Torque converter, Transmission--four speed synchro mesh, with power shuttle & neutral safety, switch, Spin-on fuel, engine oil & transmission, oil filters, Outboard planetary rear axles, Open Circuit Breather,

**HYDRAULICS**, Load sensing, variable flow system, with 43 gpm axial piston pump, 6 micron hydraulic filter, O-ring face seal hydraulic fittings, Caterpillar XT-3 hose, Hydraulic oil cooler, Pilot control shutoff switch, PPPC, Flow-sharing hydraulic valves, Hydraulic suction strainer,

**ELECTRICAL**, 12 volt electrical start, 150 ampere alternator, Horn and Backup Alarm, Hazard flashers/turn signals, Halogen head lights (4), Halogen rear flood lights (4), Stop and tail lights, Audible system fault alarm, Key start/stop system, 880 CCA maintenance free battery, Battery disconnect switch, External/internal power receptacles(12v), Diagnostic ports for engine and machine, Electronic Control Modules, Remote jump start connector,

**OPERATOR ENVIRONMENT**, Lighted gauge group, Interior rearview mirror, Rear fenders, ROPS canopy, 2-inch retractable seat belt, Tilt steering column, Steering knob, Hand and foot throttle, Automatic Engine Speed Control, One Touch Low Idle, Floor mat and Coat Strap, Lockable storage area, Air suspension seat,

**OTHER STANDARD EQUIPMENT**, Hydrostatic power steering, Standard Storage Box, Transport tie-downs, Ground line fill fuel tank with 44, gallon capacity, Ground line fill diesel exhaust fluid, tank with 5 gallon capacity, Rubber impact strips on radiator guards, Bumper, CD-ROM Parts Manual, Backhoe Safety Manual, Operations and Maintenance Manual, Lockable hood, Tire Valve Stem Protection, Long Life Coolant -30C (-20F), Padlocks (2 on ST, 3 on IT)

**MACHINE SPECIFICATIONS****Description**

420F2 BACKHOE LOADER DCA2

LANE 1 - AVAILABLE FROM CLAYTON PRODUCT DISTRIBUTION CENTER

**Reference No**

558-4672

**INCLUDES:**

450-8448 420F2 BHL ST, TIER 4, HRC	450-8448
337-9696 COUNTERWEIGHT, 1015 LBS	337-9696
450-8757 ENGINE, 74.5KW,C4.4 ACERT, T4F	450-8757
450-8730 STICK, EXTENDABLE, 14FT	450-8730
398-2681 RIDE CONTROL	398-2681
450-8683 CAB, DELUXE	450-8683
450-8715 AIR CONDITIONER, T4	450-8715
433-4806 SEAT, DELUXE FABRIC	433-4806
450-8530 HYDRAULICS, MP, 6FCN/8BNK, ST	450-8530
547-6095 PT, 4WD, POWERSHIFT	547-6095
398-2882 COLD WEATHER PACKAGE, 120V HRC	398-2882
447-0049 PRODUCT LINK, CELLULAR, PL641	447-0049
BUCKET-GP, 1.5 YD3, PO	337-7401
CUTTING EDGE, TWO PIECE	9R-5321
TIRES, 340 80-18/500 70-24, MX	533-0488
WORKLIGHTS (8) HALOGEN LAMPS	491-6734
INSTRUCTIONS, ANSI	430-9944
BELT, SEAT, 2" SUSPENSION	206-1747
STABILIZER PADS, FLIP-OVER	9R-6007
BUCKET-HD, 24", 6.2 CFT	219-3387
SERIALIZED TECHNICAL MEDIA KIT	421-8926
SHIPPING/STORAGE PROTECTION	461-6839
PACK, DOMESTIC TRUCK	0P-0210
BEACON, MAGNETIC MOUNT	211-4292
COUPLER, PG, MAN.D.LOCK, BHL F	444-7500

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<b>SELL PRICE</b>	<b>\$86,950.00</b>
<b>PLUS ANY APPLICABLE TAXES</b>	<b>\$86,950.00</b>

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**WARRANTY**

Standard Warranty: 12 months unlimited hours  
Extended Warranty:

**F.O.B/TERMS**

Great Bend

Accepted by \_\_\_\_\_ on \_\_\_\_\_

\_\_\_\_\_  
**Signature**



## City Council Agenda Form

**Meeting Date:** January 21, 2020  
**Agenda Item Title:** Determination Regarding Vacant Building Appeal - 930 N. Lincoln  
**Department:** City Manager

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**Agenda Item Description:** Determination of Governing Body Related to Vacant Building Appeal - 930 N. Lincoln

**Background:** Ordinance 1903 provides for the registration of abandoned and vacant buildings.

In November 2019, a notice that the building at 930 N. Lincoln was chronically vacant and the requirement to register the building was sent to the property owner. The notice provided for the building to be registered within twenty (20) days, and the owner could appeal the determination within twenty (20) days. Mrs. Hutchison has requested a hearing through her attorney, Mr. Jerry Discolor.

Ordinance 1903 provides that any person aggrieved by a finding, order or decision made by the Public Officer may appeal to the Governing Body. The Governing Body shall provide a hearing and make a decision affirming, overruling, or modifying the finding, order or decision appeal from.

**City Attorney Review/ Comment:** 1/16/2020

**Funding Source:** N/A

**Options:**

1. Make a determination affirming the finding of the public officer
2. Make a determination overruling the finding of the public officer
3. Make a determination modifying the finding of the public officer

**Staff Recommendation:** Make a decision affirming, overruling, or modifying the finding of the public officer that the building at 930 N. Lincoln is chronically vacant and subject to registration.

**Attachment(s):** Ordinance 1903, Inspection Form, Notices, and Request for Hearing

**ORDINANCE NO. 1903**

**AN ORDINANCE PROVIDING FOR THE REGISTRATION OF ABANDONED and VACANT BUILDINGS AND PROVIDING PROCEDURES RELATED TO INCENTIVES, MAINTENANCE AND MARKETING OF THE SAME.**

WHEREAS, the Governing Body finds that abandoned and vacant residential and commercial buildings adversely affects quality of life, creates blight, and impacts local property values; and

WHEREAS, abandoned and vacant buildings are known to attract vandalism, become havens for drug use and other crime, and require expenditure of public funds for police protection, fire protection and housing inspection; and

WHEREAS, the Governing Body finds that public health, safety and welfare are adversely affected by abandonment and prolonged vacancies in residential and commercial buildings;

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

**SECTION 1.** The Governing Body of the City of Russell, Kansas, hereby adopts an abandoned and vacant building ordinance as follows:

**(a) Purpose:**

Recognizing that abandoned and vacant buildings contribute to blight in both residential and non-residential neighborhoods, discourage economic development and retard appreciation of property values, endanger public health and safety, attract criminal activity, and create fire hazards, it is the responsibility of property owners to prevent buildings from becoming a burden to the neighborhood and community and a threat to the public health, safety, and welfare. The Governing Body finds that abandoned and vacant buildings result in increased expenditures for police, fire, and code services inspections and calls. Maintenance of the public health, safety, and welfare thus requires the City to maintain an accurate registration of all abandoned and vacant buildings.

**(b) Definitions:**

For purposes of this ordinance, certain phrases and words are defined below. Words or phrases not defined in this ordinance but defined in applicable state law or the Code shall be given that meaning. All other words or phrase shall be given their common ordinary meaning. The following words, terms and phrases, when used in this ordinance, shall have the meaning ascribed to them in this section, except where the context clearly indicates a different meaning.

**Abandoned Building** means a building that is vacant and is open or unsecured so that unauthorized admittance may be gained.

**Building** means a building, or other structure adapted to permanent occupancy for residential or commercial purposes.

**City** means the City of Russell, Kansas.

**Chronic Vacancy or Chronically Vacant** means a VACANT building which continues to remain vacant for six (6) months after initial notification by the City to the owner.

**Occupy** means to conduct a lawful business or reside in all or any part of the building or structure as the business occupant, or as the legal or equitable owner/occupant(s) or tenant(s) on a permanent, non-transient basis, or any combination of the same. For purposes of this Article, evidence offered to prove that a person occupies a building or structure may include, but shall not be limited to, the regular receipt of regular mail through the U.S. Postal Service or proof of continual electric, water, sewer and trash services.

**Owner** means the person, persons or entity identified as the owner of the parcel with the Russell County Appraiser's Office; or any agent identified by a nonresident owner; or any mortgagee of a property in foreclosure.

**Unsecured** means access to the building may be obtained through open, unlocked, broken or missing doors or windows of such building.

**Vacant** means any building intended for residential or commercial use which is not currently occupied or in use wherein no person or persons actually, currently conduct a lawful business or lawfully reside or live in any part of the building as the legal or equitable owners(s) or tenant-occupants(s) or tenant(s) on a permanent, non-transient basis or that is unoccupied.

## **SECTION 2. Public Officer.**

The city manager shall designate a public officer to be charged with the administration and enforcement of this Article.

## **SECTION 3. Inquiry and Inspection.**

The public officer shall make inquiry and inspection of premises upon receiving information that a building may be abandoned or vacant. Upon making such inquiry and inspection the public officer shall make a written report of his or her findings.

## **SECTION 4. Service of Notice.**

If the public officer determines that a building is abandoned or vacant then such officer shall give notice of the finding to the owner by:

- (1) delivering written notice to the owner personally, or
- (2) by first class mail through the U.S. Postal Service and by posting the notice on the building in a conspicuous place.

**SECTION 5. Notice Content – Vacant Building.**

The notice issued by the City for a vacant building shall be in writing and shall contain the common street address, description of the building, advise the owner that the building has been determined to be vacant, and will be subject to registration as a Chronically Vacant building after a period of six (6) months, and advise the owner that he or she has twenty (20) days to appeal the determination.

**SECTION 6. Notice Content – Abandoned or Chronically Vacant Building.**

The notice issued by the City for an Abandoned or Chronically Vacant building shall be in writing and shall contain the common street address, legal description of the property, registration requirements, and shall apprise the owner of the facts available to the City which resulted in the determination that the building is an abandoned or chronically vacant building and advise the owner that he or she has twenty (20) days to appeal the determination. The Notice shall state the steps which an owner may take to claim an exemption from registration fees. The time period for registration of an abandoned or chronically vacant building may be extended by the public officer for good cause.

**SECTION 7. Registration and maintenance requirements for Abandoned and Chronically Vacant buldings; fees**

- a. The owner of an abandoned or chronic vacant building shall register the building with the City within twenty (20) days of service of a written Notice provided to the owner or agent of the existence of the abandoned or chronic vacant building, or show cause in writing to the public officer as to why the building is not abandoned or chronically vacant. If the owner contends that the building is neither abandoned nor chronically vacant then such owner shall provide the public officer with such information as the owner requests the public officer to consider in making his or her determination. The public officer shall render his or her written decision within ten (10) days of the notice that the owner challenges the initial notice that the building was abandoned or chronically vacant.
- b. The required registration shall be submitted on the form provided by the City, which form shall include the name, current mailing address, phone number and any other contact information of the owner; the names and addresses of all known lienholders and all other parties with a legal or equitable ownership interest in the building; the common address of the building and parcel tax identification number. The form shall also include a timetable for:
  - (1) Returning the abandoned or chronically vacant building to appropriate occupancy or use; or
  - (2) Marketing the chronically vacant building pursuant to the provisions of Section 8 of this Article.

- c. The initial registration period is for six (6) months. After the initial registration period has expired and for every subsequent year a building remains abandoned or chronically vacant beyond the initial registration period, the owner of the abandoned or vacant building must:
  - (1) re-register the building, by paying the appropriate fees, and
  - (2) submitting an updated plan for either returning the building to appropriate occupancy or use, or marketing the property.
- d. Upon registration, the City shall provide the following incentives toward active marketing of the residential or commercial building:
  - (1) Waive zoning fees, if applicable;
  - (2) Provide commercial solid waste removal, electric, water, and sewer service at no cost for sixty (60) days if the building is leased within ninety (90) days of initial registration within the guidelines adopted by the City Council and effective at the date of occupancy; and
  - (3) If the building requires remodeling, waive permit fees if remodeling occurs within ninety (90) days of initial registration.
- e. If the owner of an abandoned or chronically vacant building does not reside in Russell County for at least six (6) months a year, then such owner must designate a resident agent with authority to act with respect to the property, including name, current mailing address, phone number and any other contact information of the owner's agent.
- f. Any subsequent owner of a registered abandoned or chronically vacant building must amend the registration with the public officer to include the new owner within thirty (30) days of any transfer of any ownership interest in the abandoned or chronic vacant building, but is not liable for an additional registration fee for the period for which it has been registered.
- g. The owner of an abandoned or chronically vacant building must keep the building and any adjoining property secure, safe and maintained in compliance with all federal, state and local ordinances and regulations.
- h. The initial registration fee for an abandoned or chronic vacant building is fifty dollars (\$50.00) per residential building, and one-hundred dollars (\$100.00) per commercial building, which shall be collected by the City at the time of initial registration of the building.

- i. If a building remains abandoned or chronic vacant more than 6 months after initial registration it shall be subject to a re-registration fee of \$250 per year for a residential building and \$500 per year for a commercial/industrial building. Funds derived from said fee shall be used to offset the City's cost of inspections and incentives as found in Section 7(d) of this Article.

**SECTION 8. Marketing Exception to Registration Fees for Chronically Vacant Buildings.**

A chronically vacant building shall be exempt from the registration fee required pursuant to Section 7, for so long as the following marketing requirements are being met:

- a. Buildings marketed as "for rent" by signage, in a newspaper or in an online listing by organizations who provide real estate listings at a fair market value rental rate based upon market rental rates for comparable properties. The owner may show entitlement to this exemption by submitting evidence of marketing to the City. In the event that active marketing ceases, the building in question shall be immediately subject to registration fees.
- b. Buildings which are being actively marketed as "for sale" by a licensed real estate broker or by the owner and advertised as such in a newspaper or listed on a recognized online website. The owner may show entitlement to this exemption by submitting evidence of marketing to the City. In the event that active marketing ceases, the building in question shall be immediately subject to Registration.
- c. A building for which the owner executes a valid affidavit on a form provided by the City attesting that the owner intends to resume occupancy of the building within 180 days. Failure to actually resume occupancy of the building within 180 days will result in imposition of the registration fee that was exempted under this section, as well as any reregistration fees then becoming due.

**SECTION 9. Failure to Register; fees, procedures**

- a. An owner who fails to register or re-register an abandoned or chronically vacant building under this Article after written Notice shall be in violation of this Article. The registration fee provided for in Section 7 per residential building and per commercial building shall immediately become due and payable to the City.
- b. Any civil fees assessed under this section shall be billed to the owner or other responsible party at their registered address. Failure or refusal to pay fees after Notice and an opportunity to pay shall authorize the City to use any and all available legal remedies for the enforcement and collection of such fees; including but not limited to suits in law or equity in any court of competent jurisdiction, abatement of nuisances maintained in violation of this ordinance, injunction or assessment of said registration or re-registration fees on the property to be collected with the property taxes. This Article in no way limits the actions or abatement procedures which may be taken by the

City for a violation of any other ordinance of the City or statute of the State of Kansas.

- c. Should an owner fail to register an abandoned or chronically vacant building as provided in this Article, the public officer may file a complaint in the municipal court of the city against such owner and upon conviction of a violation of the provision of Section 7, be fined in an amount not less than \$250 and not more than \$500.

**SECTION 10. APPEAL**

Any person aggrieved by a finding, order or decision made by the Public Officer pursuant to this Article may appeal such to the Governing Body by written notice delivered to the City Clerk within ten (10) days, excluding weekends and holidays, from the final decision of the Public Officer. The Governing Body shall provide a hearing and make a decision affirming, overruling or modifying the finding, order or decision appealed from.

**SECTION 11.** The provisions of this act are severable. If any part of this act is declared invalid or unconstitutional, that declaration shall not affect the part which remains.

**SECTION 12.** This ordinance shall take effect on January 1, 2018, upon publication as provided by law in the official City newspaper.

PASSED AND APPROVED by the Governing Body of the City of Russell, Kansas, this 21<sup>st</sup> day of November, 2017.

  
\_\_\_\_\_  
Raymond C. Mader, Mayor

ATTEST:

  
\_\_\_\_\_  
Katrina Woelk, City Clerk

CITY OF



133 W 8th St  
PO Box 112  
Russell KS 67665-0112  
Phone: (785) 483-6311  
Fax: (785) 483-4397

VACANT OR ABANDONED BUILDING INSPECTION FORM

Observed  Complaint Received   
(Attach copy of complaint)

Date of Inspection 6-19-2019

Address of Building 930 N. Lincoln

Legal Description  
of Property Where Building Sits 084-148-27-0-10-36-001.07-1

General Description of Building 3 buildings, single story, wood  
(Single story, woodframe, color, etc)  
frame structure w/ chipped paint

Building Owner Name J & D's Antiques and Collectibles

Building Owner Address PO Box 384 Russell KS 67665

Facts Used in Determining if Building is Vacant or Abandoned:

- Utilities On? Yes  No  Electric only

Date Utilities Turned On? 1998

Date Utilities Turned Off? \_\_\_\_\_

- Occupied? Yes  No

Observations used in making determination of occupancy:  
(Overgrown vegetation, absence of furniture, neighbor statements, etc)

Neighbor statements, general nuisances, No water,  
Sewage, No trash pick up

Based on facts available this building is  Vacant  Abandoned  Occupied

CITY OF

**Russell**

06/24/2019 @ 2052

JAH #107

Front door to Shop

133 W 8th St  
PO Box 112  
Russell, KS 67665-0112  
Phone: (785) 483-6311  
Fax: (785) 483-4397

June 19, 2019

**J & D's Antiques & Collectibles**  
**PO Box 384**  
**Russell, KS, 67665**

Dear **Donna Hutchinson**,

On November 21, 2017 Ordinance 1903 was passed regarding abandoned and vacant buildings in the City of Russell. The Ordinance was published on December 7, 2017 and became effective on January 1, 2018. The Ordinance defines a vacant building as any building intended for residential or commercial use which is not currently occupied or in use wherein no person or persons actually, currently conduct a lawful business or lawfully reside or live in any part of the building as the legal or equitable owner(s) or tenant-occupant(s) or tenant(s) on a permanent, non-transient basis or that is unoccupied. The ordinance sets forth requirements for registration of said buildings as well as incentives to assist the owner in filling the building. The ordinance can be viewed in full at the city website [www.russellcity.org](http://www.russellcity.org).

The City has identified a building owned by you at **930 North Lincoln** as vacant at this time. The building is generally described as 3 single story buildings, wood frame construction, with white and chipped paint. If you feel that this building is not vacant and is occupied for a purpose unknown to the City please contact me at (785) 483-6311. The City will then re-inspect the building or contact you directly to assess its status. You may appeal this determination to the Governing Body by written notice delivered to the City Clerk within twenty (20) days of the date of this notice. If the final day for an appeal is a weekend or holiday then the last day to appeal is the first day the City Clerk's Office is open for business after such weekend or holiday.

Once the building has been determined to be vacant and meets the definition of being unoccupied for a period of six (6) months the building will be subject to registration as Chronically Vacant. The registration process utilizes a standard form and requires an initial registration fee of \$50.00 for a residential building and \$100 for a commercial building. The initial registration period is for six (6) months. If the building remains Chronically Vacant more than six (6) months after initial registration it shall be subject to a re-registration fee of \$250 per year for a residential building and \$500 per year for a commercial/industrial building. The registration fee may be waived (both initial and re-registration) if the building is being actively marketed for rent or for sale or the owner executes a valid affidavit on a form provided by the City attesting that the owner intends to resume occupancy of the building within 180 days. The conditions to the registration fee waiver are more fully set forth in the ordinance.

CITY OF



133 W 8th St  
PO Box 112  
Russell KS 67665-0112  
Phone: (785) 483-6311  
Fax: (785) 483-4397

## NOTICE OF CHRONICALLY VACANT BUILDING

November 27, 2019

J&D's Antiques and Collectibles  
P.O. Box 384  
Russell, KS 67665

12-7-19 10:45 hrs [Signature]

Dear Ms. Hutchinson,

In November 2017 Ordinance 1903 was passed regarding abandoned and vacant buildings in the City of Russell. This ordinance set forth requirements for registration of abandoned and chronically vacant buildings, as well as incentives to assist the owner in filling the building. A building that remains vacant for six months after initial notification by the City to the owner is considered Chronically Vacant and subject to registration.

The city has identified the building owned by you at **930 N. Lincoln St – Russell, KS** as being chronically vacant. The facts available to the City in making this determination include:

1. **Water is off at property**
2. **No trash pick up**
3. **General nuisances**

The legal description upon which the building stands is **RUSSELL ORIGINAL TOWN , LEASE IMPROVEMENTS SECTION 27 TOWNSHIP 13 RANGE 14W**

The parcel ID is: **084-148-27-0-10-36-001.07-1**

You are being notified that you must register this property within twenty (20) days of the date of this notice with the City of Russell. A registration form is attached with this letter or a copy of the registration form can be located on the City of Russell's website. The registration form can be mailed to PO Box 112, Russell, KS 67665 or dropped off at the City Clerk's Office located at 133 W. 8<sup>th</sup> Street, Russell, KS 67665. You may appeal this determination to the Governing Body by written notice delivered to the City Clerk within twenty (20) days of date of this notice. If the final day for appeal is a weekend or holiday, then the last day to appeal is the first day the City Clerk's Office is open for business after such weekend or holiday.

The initial registration fee for a commercial building is \$100.00 and the residential building fee is \$50.00. The fee may be waived if the building is being actively marketed as defined in the ordinance or the owner executes a valid affidavit on a form provided by the City attesting that the owner intends to resume occupancy of the building within 180 days. If the building remains Chronically Vacant more than six (6) months after initial registration it shall be subject to a re-registration fee of \$250 per year for a residential building and \$500 per year for a commercial/industrial building. Please review the City Ordinance to avoid the penalties for not

registering a chronically vacant building. The ordinance can be located at the City Clerk's Office or the city's website.

Your cooperation and interest in this matter is deeply appreciated.

Respectfully,

A handwritten signature in black ink, appearing to read 'Dylan Riedel', written in a cursive style.

Dylan Riedel  
Fire Chief

DRISCOLL LAW OFFICE

JERRY E. DRISCOLL  
RES: 785-483-4039

**JERRY E. DRISCOLL**

DRISCOLL BUILDING-726 MAIN

P.O. Box 226

RUSSELL, KANSAS 67665

PHONE 785-483-5325

FAX 785-483-3193

jedriscoll@ruraltel.net

JERRY E. DRISCOLL (1882-1969)  
RICHARD M. DRISCOLL (1919-1997)

December 16, 2019

City of Russell  
ATTN: City Clerk  
P.O. Box 112  
133 W. 8<sup>th</sup> St.  
Russell, KS 67665

RE: **REQUEST FOR HEARING**  
J&D Antiques and Collectibles

Dear Madam:

Donna Hutchison, owner of J&D Antiques and Collectibles, Russell, Kansas, received a Notice from the City of Russell, dated November 27, 2019, for the property at 930 N. Lincoln St., Russell, Kansas.

Ms. Hutchison would request a Hearing be scheduled and that she and the undersigned be notified of the time and date of the Hearing.

Very truly yours,

DRISCOLL LAW OFFICE

  
Jerry E. Driscoll

JED/es

cc. Donna Hutchison



# City Council Agenda Form

**Meeting Date:** January 21, 2020  
**Agenda Item Title:** Ordinance Amending City Code Regarding Contractor Licensing and Approval  
**Department:** City Manager

---

**Agenda Item Description:** Ordinance Clarifies the Governing Body Approves Contractor License Applications

**Background:** The city code requires that electricians, plumbers, mechanical contractors, and general contractors obtain a license to engage in such practice within the City of Russell. The code requires certain minimum qualifications and insurance requirements.

The city code does not specifically state who approves or disapproves of the license application. It has been the city's practice that all contractor licenses are approved by the governing body. To formalize the current practice, the city attorney has drafted an ordinance that amends the code, specifically stating the governing body authorizes the issuance of a license.

**City Attorney Review/ Comment:** 1/15/2020

**Funding Source:** N/A

**Options:**

1. Approve the Ordinance Amending City Code Regarding Contractor Licensing and Approval.
2. Provide staff with alternate direction.
3. Take no action.

**Staff Recommendation:** Approve the Ordinance Amending City Code Regarding Contractor Licensing and Approval.

**Attachment(s):** Current Section 4-806 of City Code. Ordinance Amending Section 4-806

**CURRENT CITY CODE**

4-806. Application for contractor license.

All license applications shall be made upon a form to be supplied by the city which shall disclose the name of the applicant, his place of business in the city (and home office if a nonresident), the kind of contracting work engaged in (i.e. general contractor, limited contractor-concrete, etc.), the length of time engaged in such work, places where work has been performed within the past two years and such other information as the City deems necessary to consider the application. The application shall be signed by the applicant or his authorized agent.

(Ord. 1899)

AN ORDINANCE AMENDING SECTION 4-806 of THE CITY CODE REGARDING  
THE APPLICATION FOR A CONTRACTOR LICENSE  
AND APPROVAL OF THE SAME

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF RUSSELL, KANSAS:

Section 1. Section 4-806 of the Code of the City of Russell is hereby amended to read as follows:

“4-806. Application for contractor license and approval of same. All license applications shall be made upon a form to be supplied by the city which shall disclose the name of the applicant, his place of business in the city (and home office if a nonresident), the kind of contracting work engaged in (i.e. general contractor, limited contractor-concrete, etc.) the length of time engaged in such work, places where work has been performed within the past two years and such other information as the City deems necessary to consider the application. The application shall be signed by the applicant or his authorized agent. Upon the filing of such application the City shall make such investigation as deemed necessary as to the qualification of the applicant and the applicant’s employees. If found to be qualified then the City Council shall authorize the City Clerk to issue the license.”

Section 2. Publication and Effective Date. This ordinance shall take effect and be in full force from and after publication of a summary of this ordinance in the official city newspaper and posting of the full text of the ordinance on the city’s website in compliance with K.S.A. 12-3007(b).

PASSED this 21st day of January, 2020, by the governing body of the City of Russell, Kansas.

APPROVED this 21st day of January, 2020, by the Mayor of the City of Russell, Kansas.

\_\_\_\_\_  
Raymond C. Mader, Mayor

ATTEST:

\_\_\_\_\_  
Katrina Woelk, City Clerk

(seal)



# City Council Agenda Form

**Meeting Date:** January 21, 2020  
**Agenda Item Title:** Golf Course Clubhouse Operations Agreement  
**Department:** City Manager

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**Agenda Item Description:** Consideration of First Extension to Golf Course Clubhouse Agreement.

**Background:** The current golf course clubhouse operations agreement with Krista Whitmer expires on March 31, 2020. Mrs. Whitmer has indicated she would like a 2-year extension to the agreement with no other changes requested. The City Attorney has prepared a two-year extension agreement for Council's consideration.

**City Attorney Review/ Comment:** 1/16/2020

**Funding Source:** Golf Course

- Options:**
1. Approve the First Extension to the Golf Course Clubhouse Agreement as presented
  2. Provide staff with alternate direction
  3. Take no action

**Staff Recommendation:** Approve the First Extension to the Golf Course Clubhouse Agreement as presented

**Attachment(s):** Original Agreement / First Extension Agreement

FIRST EXTENSION TO GOLF COURSE CLUBHOUSE AGREEMENT

This agreement made and entered into this \_\_\_\_\_ day of February, 2020, by and between the City of Russell, Kansas, a municipal corporation, hereinafter called the "City", and KRISTA WHITMER, hereinafter called the "Operator", WITNESSETH:

WHEREAS, the parties entered into a Golf Course Clubhouse Operations Contract ("Agreement") on March \_\_\_\_\_, 2019 with an Effective Date of April 1, 2019 and a term until March 31, 2020.

AND IT IS the desire of both the City and the Operator to extend the term of the Agreement, all as set forth hereinbelow.

NOW THEREFORE, it is agreed by and between the parties that the Agreement referenced above is hereby amended as follows:

1. Term. The term of the agreement set forth at Section D is hereby amended to read in full as follows:

D. Term of Contract. This contract shall run through the 31st day of March, 2022; except that either party, without cause, shall have the right to terminate this agreement early by giving sixty (60) days' advance written notice to the other party of such party's intent to terminate the agreement. Said notice shall state the date of termination and be not less than sixty (60) days from the date of the notice. The parties shall on a yearly basis review and evaluate each party's performance under this agreement. Upon expiration or termination of the contract Operator and City's representative shall conduct a joint walk through and inventory of the clubhouse facility.

2. Documents of Agreement. The Agreement now consists of the original agreement dated March \_\_\_\_\_, 2019, and this First Extension Agreement.

IN WITNESS WHEREOF, the Governing Body of the City of Russell, Kansas, has approved this Agreement and has caused this agreement to be signed and executed on its behalf by the Mayor and duly attested to by the City Clerk, and Operator has signed and executed this agreement, in duplicate, on the day and year stated opposite each signature.

CITY OF RUSSELL, KANSAS

BY: \_\_\_\_\_  
Raymond C. Mader, Mayor Date  
EMPLOYER

\_\_\_\_\_  
Krista Whitmer Date  
OPERATOR

ATTEST:

\_\_\_\_\_  
Katrina Woelk, City Clerk date  
(SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
Kenneth L. Cole, City Attorney

## GOLF COURSE CLUBHOUSE OPERATIONS CONTRACT

THIS AGREEMENT made and entered into this 5<sup>th</sup> day of March, 2019, but effective April 1, 2019, (Effective Date), by and between the CITY OF RUSSELL, KANSAS, a municipal corporation, hereinafter referred to as City, and KRISTA WHITMER, hereinafter referred to as Operator, witnesseth:

WHEREAS, City is the owner of a Municipal Golf Course and desires to contract with Operator to operate and manage the golf course clubhouse and marshal and provide oversight of the golf course and special events at the course, and Operator desires to enter into such an agreement, all on the following terms:

A. City's Duties. City shall provide a clubhouse to Operator and be responsible for telephone service, and all utility bills, supplies for rest room facilities and all repairs and maintenance to the clubhouse.

B. Operator's Duties. Operator shall:

1. Operate and be in charge of the golf course clubhouse. The clubhouse shall be operated year-round and be open not less than from 8:00 A.M. to 30 minutes prior to sundown from April 1 to September 30; however, Operator shall keep the clubhouse open on league play nights or for special events to accommodate the players. From October 1 to March 31 hours shall be set by the Operator with the City Manager's approval. Operator may also, at her discretion, close the clubhouse when the course superintendent closes the course to play.
2. Collect all greens fees and trail fees paid through the clubhouse and deliver the moneys and an accurate count for each, including the number of rounds played, to the City on at least a monthly basis. Direct all annual memberships to the City Building for payment.
3. Enforce all rules and regulations as prescribed by the Governing Body of the City of Russell, Kansas, and the Russell Golf Course Board.
4. Schedule tee times for play as weather and demand for playing time requires.
5. Open the golf course clubhouse according to scheduled play, tournaments and course activities.
6. Work and cooperate with the Public Works Director, Golf Board and the City Manager pertaining to all matters relating to the operation of the golf course and clubhouse.
7. Expend such labor as is necessary and proper to maintain and operate the golf course clubhouse in a clean, orderly and attractive condition and will not conduct any operations or activities in the clubhouse in violation of the laws of the United States, the State of Kansas or ordinances of the City of Russell, Kansas.
8. Provide services for the marshalling of the golf course and provide continuous oversight for the golf course, clubhouse, tournaments and any special events.
9. Be authorized to close the golf course from play by members and/or guests when deemed necessary or appropriate due to weather or other unusual conditions.
10. Be authorized to restrict use of golf carts whenever she deems it necessary or in the best interest of the condition of the course due to weather or other conditions.

## 2/GOLF COURSE CLUBHOUSE OPERATIONS CONTRACT

11. By April 1<sup>st</sup> of each year meet with the Public Works Director and Golf Course Superintendent to assist in preparing a long-term capital improvement plan for the clubhouse and golf course.
  12. Report to the city council as requested regarding golf course operations and use. This shall include a report to the city council in June and December of the number of memberships, rounds played, various golf course activities, tournament schedules, and suggestions to increase play on the golf course and/or increase revenues.
- C. Operator's Consideration. In consideration for the operation of the clubhouse and other duties prescribed herein, Operator shall:
1. Be paid \$2,000 per month in advance with the first payment due April 1, 2019.
  2. Receive all income from the driving range and private lessons she may teach.
  3. Receive all income from her restaurant, golf cart rental and pro shop operation as stated hereinbelow.
  4. Receive free storage of Operator's owned or leased golf carts.
  5. Operator and members of Operator's immediate family shall have the right to use the golf course at no cost except during scheduled tournaments or special events. Immediate family consists of her spouse and her children.
  6. Receive all golf balls Operator removes from various water hazards located on the golf course and all balls retrieved by City personnel shall be given to Operator for resale or use on the practice range at no cost to Operator.
  7. Operator shall be paid on a monthly basis twenty percent (20%) of all greens fees paid through the clubhouse, except for tournaments and special events during which the course is closed.
  8. Operator shall be paid on a monthly basis ten percent (10%) of all membership fees collected by City from April 1, 2019, through the expiration of this contract as provided at paragraph D below.
  9. Operator will be paid a flat fee of \$100.00 for any tournament or special event for which the City is paid for the use of the golf course and closes the course from public play.
- D. Term of Contract. This contract shall become operative and be in full force and effect on the Effective Date, and run through the 31st day of March, 2020; except that either party, without cause, shall have the right to terminate this agreement early by giving sixty (60) days' advance written notice to the other party of such party's intent to terminate the agreement. Said notice shall state the date of termination and be not less than sixty (60) days from the date of the notice. The parties shall on a yearly basis review and evaluate each party's performance under this agreement. Upon expiration or termination of the contract Operator and City's representative shall conduct a joint walk through and inventory of the clubhouse facility.


3/GOLF COURSE CLUBHOUSE OPERATIONS CONTRACT

- E. Operator's Clubhouse Business. Operator's clubhouse restaurant, golf cart rental, and pro shop shall be her sole responsibility. Operator shall be responsible for her labor costs, inventory, supplies, merchandise utilized, handled or sold by her through the operation of the restaurant, golf cart rental, and pro shop. Operator shall not hold herself out to the public or vendors as an employee or agent of the City. She shall be entitled to all profits derived from the restaurant, golf cart rental and pro shop and shall have the exclusive right to sell golf equipment and related items or merchandise at the Russell Municipal Golf Course. No other person, firm or company shall be allowed to solicit or sell golfing equipment or merchandise normally handled by the pro shop on the premises.
- F. Winter Temporary Closing. Operator may in her discretion close the clubhouse for two (2) one-week periods that may be consecutive, during the months of December and January, but shall try to schedule the same in such a manner to minimize business disruption. Operator shall advise the Public Works Director of such closing at least one (1) week prior to the closing.
- G. Independent Contractor. The parties agree that the nature of the relationship between Operator and City is that of an independent contractor. This agreement shall not be construed as creating a partnership, agency or an employer-employee relationship. Neither party shall represent to any other person or entity that the relationship between them is anything other than one of an independent contractor.
- H. Insurance Requirement. Operator shall at her sole cost and expense obtain and maintain in full force and effect during the continuance of this agreement a general liability policy issued by an insurance company licensed to do business in the State of Kansas with a minimum limit of not less than \$1,000,000. City shall be named as an additional insured on the policy and shall be furnished with a certificate of insurance requiring notice to City at least twenty (20) days prior to cancellation of the policy. Operator agrees to indemnify and save harmless City and its agents, officers and employees from and against all loss, damage, costs and expense which City, its agents, officers or employees, may suffer, incur or be put to, pay or lay out by reason of Operator's acts or omissions.
- I. Dispute Resolution. The parties agree that in the event a dispute should occur concerning the parties' right, duties and privileges hereunder they shall use their best efforts to resolve the differences between the Operator, the Public Works Director and the City Manager.
- J. Personal Agreement. It is mutually agreed that this contract is not assignable by Operator and that the contract is personal in nature.


IN WITNESS WHEREOF, the parties hereto have set their hands the date and year first above-written.

CITY OF RUSSELL, KANSAS

By:

  
Raymond C. Mader, Mayor  
City

Date: 3-5-19

  
Krista Whitmer  
Operator

Date: 3-5-19

ATTEST:

  
Katrina Woelk, City Clerk



# Russell Police



## Department

Est. 1872

### ACTIVITY REPORT FOR 2019

#### INCIDENTS REPORTED

OFFENSES	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Offenses Reports	38	29	37	35	31	32	32	35	24	28	24	20	365
Supplement Reports	10	10	30	6	11	25	12	13	9	18	4	3	151
Non-Crime Reports	12	15	16	13	11	16	11	15	11	8	8	5	141
Felony	16	5	8	11	7	15	10	12	7	9	7	7	114
Misdemeanor	22	24	29	24	24	17	22	23	17	19	17	13	251

#### CRIMINAL ENFORCEMENT ACTIVITIES

DESCRIPTION	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Adult Arrest	17	17	20	13	15	22	16	13	13	10	11	8	175
Juvenile Arrest	1	5	1	2	1	4	2	7	6	0	2	2	33
Child in Need of Care	0	2	1	1	1	2	2	4	6	1	2	1	23
Total Custody	18	24	22	16	16	26	18	24	17	10	13	10	214
Alcohol Related	1	1	2	2	0	0	1	2	1	0	1	0	11
Drug Related	0	6	1	2	0	2	3	4	0	1	3	1	23
Curfew Violation	0	0	0	0	0	0	0	0	0	0	0	2	2

#### INVESTIGATION ACTIVITIES

DESCRIPTION	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Total Cases Assigned	40	36	31	37	36	48	38	47	33	37	24	24	431
Total Active Cases	14	7	27	10	7	6	12	12	11	6	5	8	125
Cases Referred	12	12	8	11	13	14	4	10	9	8	4	2	107
Adult Affidavits Filed	7	6	5	6	4	6	8	8	5	8	4	1	68
Juvenile Affidavits Filed	3	6	1	2	1	4	1	4	7	2	1	0	32
Follow-Up Contacts	10	10	15	12	4	7	4	4	3	13	8	0	90
Search Warrants	0	0	0	0	0	1	0	1	0	2	0	1	5

#### TRAFFIC ACCIDENT INVESTIGATIONS

DESCRIPTIONS	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Injury Accidents	0	0	2	1	0	1	0	0	0	1	1	0	6
Non-Injury Accidents	9	10	15	8	7	7	3	2	7	2	2	3	75
TOTAL ACCIDENTS	15	13	23	15	10	10	7	4	9	7	0	4	117
Private Property	6	3	6	6	3	2	4	2	2	4	3	1	42

**PATROL ACTIVITIES**

DESCRIPTION	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Community Policing	2	0	2	0	0	0	0	0	0	9	0	0	13
Speeding Citation	11	3	3	1	5	1	1	1	0	0	0	1	2
Other Traffic Citation	16	14	21	11	16	10	19	12	10	13	9	7	158
Parking Warning	11	7	8	4	7	8	4	1	2	1	12	8	73
DUI Arrest	1	0	1	0	0	0	0	1	0	0	1	0	4
Vacation Watches	0	14	14	30	10	34	24	19	10	15	0	121	291
Open Buildings	3	0	8	3	0	4	3	3	8	12	4	4	787
Public Assists	52	57	54	68	47	36	45	110	100	105	59	54	128
Alarms	12	9	15	11	13	13	7	5	8	15	9	11	128
Animal Complaints	25	24	27	56	55	36	45	47	38	39	38	23	453
Subpoena Served	16	16	14	19	5	22	13	20	4	6	3	2	140

**TRAINING HOURS RECEIVED**

DESCRIPTION	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
In-House	0	0	12	14	0	9	54	0	16	0	0	14	119
Academy/Other	5	14	24	40	16	0	0	0	41	71	8	160	379
Instructor Hours	0	0	0	4	0	0	0	0	0	0	0	0	4
Total Training Hours	5	14	26	58	16	9	54	0	57	71	8	174	492

**ADMINISTRATIVE INVESTIGATIONS**

DESCRIPTION	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Allegations received	0	1	0	1	1	1	0	1	0	0	0	0	5
Unfounded	0	0	0	0	0	0	0	0	0	0	0	0	0
Founded	0	0	0	0	1	0	0	0	0	0	0	0	1
Not Sustained	0	1	0	0	0	0	1	0	0	0	0	0	2
Investigation in Process	0	0	0	1	1	1	0	1	0	0	0	0	4
Administrative Closure	0	1	0	0	1	0	1	0	1	0	0	0	4
Commendations	0	0	0	0	0	0	0	0	0	0	0	0	0

**ANIMAL CONTROL**

DESCRIPTION	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Calls for Service	71	52	63	35	72	86	107	143	111	120	96	84	1040
Animal Bite Rpts.	0	0	0	1	2	2	4	1	3	0	2	0	15
At Large Complaints	18	15	15	13	19	17	10	24	21	42	17	22	233
Barking Dog Complaints	3	1	2	0	7	5	2	0	0	2	1	4	27
Skunk Complaints	0	4	5	2	14	5	27	18	8	6	2	2	93
Other Animal Complaint	36	22	21	12	16	24	38	64	27	17	24	11	312
Tickets issued	7	1	2	1	0	2	2	0	1	4	2	0	22
Verbal/Written Warning	18	9	13	7	14	10	4	10	11	7	4	10	117
Animals Returned	8	2	6	10	8	5	9	11	15	15	10	19	118
Dead Animals Removed	6	5	8	5	11	7	16	8	10	13	7	5	101
Traps Set	0	7	60	28	65	72	60	72	60	56	32	0	512
Animals Trapped	0	2	7	2	7	9	12	16	11	8	12	0	86
Lost Animals	5	2	6	1	11	4	7	9	5	8	7	10	75
Injured Animals	1	0	3	0	2	0	4	0	4	2	1	0	17
Impounded Animals	7	4	5	11	12	10	9	17	14	13	8	4	114
Rabies	0	0	0	0	0	0	0	1	0	0	0	0	1



Fire Department	Jan	Feb	March	April	May	June	July	Aug	Sep	Oct	Nov	Dec	Total
Inspections	2	0	0	1	0	11	1	0	0	2	4	0	21
Incidents	16	19	29	25	19	19	22	12	17	22	13	12	225
Fire Hydrants	0	0	0	0	40	21	0	0	0	0	0	0	61
Training Hours	20	5.5	10	15	10	8	25.5	14.75	19.25	14.5	10.5	5	158
Smoke Detector Install	2	0	5	2	0	5	3	6	4	6	149	3	185
Fire Extinguisher Install	0	0	0	0	0	0	0	0	0	0	0	0	0
Presentations	1	0	0	1	0	0	4	0	0	5	3	1	15
Vacant Buildings Identified	-----	-----	-----	-----	-----	13	4	0	5	3	3	0	28
Vacant Buildings Registered	-----	-----	-----	-----	-----	1	0	0	-----	3	0	0	4

# Call Summary

Russell County Communications

133 W 8th St

Russell, KS 67665

County: Russell

Year:

2019

Agency Affiliation

Police

Report Date: 01/02/2020 08:14:22

Report Date From: 01/01/2019

Report Date To: 12/31/2019

Period Group: Month

Days Of Week: All

Call Type: All

Abandoned Filters: Include Abandoned

NSI Filters: NSI Included in 911

Totals

Agency Affiliation: All

	January 2019	February 2019	March 2019	April 2019	May 2019	June 2019	July 2019	August 2019	September 2019	October 2019	November 2019	December 2019	Total
<b>911</b>													
Inbound	227	208	272	232	299	251	306	299	229	276	287	183	3,069
Abandoned	5	5	20	26	19	20	22	27	15	26	29	32	246
Abandoned %	2.16%	2.35%	6.85%	10.08%	5.97%	7.38%	6.71%	8.28%	6.15%	8.61%	9.18%	14.88%	7.42%
Unparsed	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	232	213	292	258	318	271	328	326	244	302	316	215	3,315
<b>10-Digit Emerg</b>													
Inbound	0	0	0	0	0	0	0	0	0	0	0	0	0
Abandoned	0	0	0	0	0	0	0	0	0	0	0	0	0
Outbound	0	0	0	0	0	0	0	0	0	0	0	0	0
Unparsed	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Administrative</b>													
Inbound	1,687	1,536	1,913	1,854	2,085	2,250	2,038	2,156	1,923	1,796	1,472	1,307	22,017
Abandoned	12	13	12	9	15	42	36	43	21	22	15	10	250
Outbound	434	445	563	488	590	658	576	662	517	479	439	398	6,249
Unparsed	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	2,133	1,994	2,488	2,351	2,690	2,950	2,650	2,861	2,461	2,297	1,926	1,715	28,516
<b>Avg Call Duration</b>													
Total	79.2	79.9	78.6	79.1	80.5	75.2	82.6	76.4	81.0	83.4	79.7	90.6	80.2
Total	2,365	2,207	2,780	2,609	3,008	3,221	2,978	3,187	2,705	2,599	2,242	1,930	31,831

**December 2019**  
**Building Inspection Report**

Construction Inspections	<u>23</u>
Property Maintenance / Dangerous Structures Inspections	<u>3</u>
Gas Inspections	<u>3</u>
Certificate of Occupancy Inspections	<u>0</u>
Property Line Locate	<u>0</u>
<hr/>	
Total	<u>29</u>

**Code Enforcement Report**

Overgrowth	<u>0</u>
General Nuisance	<u>0</u>
Nuisance Vehicles	<u>0</u>
Property Maintenance	<u>0</u>
Door Hangers	<u>7</u>
Watch List	<u>10</u>
General Abatements	<u>0</u>
Over growth Abatements	<u>0</u>
<hr/>	
Total	<u>17</u>

### **Building Inspection totals for 2019**

Construction	<u>390</u>
Property Maintenance	<u>73</u>
Gas Inspections	<u>31</u>
Certificate of Occupancy	<u>11</u>
Property Line Locate	<u>77</u>
Total	<u>544</u>

### **Code Enforcement Totals for 2019**

Overgrowth	<u>98</u>
General Nuisances	<u>40</u>
Door Hangers	<u>217</u>
Property Maintenance	<u>137</u>
Total	<u>492</u>