

RUSSELL CITY COUNCIL MEETING
City Hall - 133 W. 8th St. - Russell, Kansas
Date: Tuesday, February 18, 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) Building, Planning, Zoning, and City Clerk Staff Introductions

CONSENT AGENDA

- 1) Approval of February 4, 2020, Council Meeting minutes
- 2) Appropriation Ordinance No. A-02-20
- 3) Licenses:
 - a. Roofing
Ready Roofer, Inc., 3640 W. Jones Ave, Garden City, KS
 - b. Security / Fire Alarm Systems
Pinnacle Fire & Automation, LLC, 1008 E 17th Suite 7, Hays, KS

UNFINISHED BUSINESS

- 1) Ordinance Authorizing Sale/Issuance of General Obligation Refunding Bonds and Related Actions
- 2) Resolution Providing Terms and Details of Bonds and for Related Actions
- 3) CDBG Grant Agreement – N. Lincoln Reconstruction Project
- 4) KDOT Agreement – Edward Avenue Realignment/Extension Project

NEW BUSINESS

- 1) Annual Community Clean-Up Day

DEPARTMENT REPORTS

- 1) Water Production

PUBLIC COMMENTS

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(A maximum of five minutes)

EXECUTIVE SESSION

GOVERNING BODY/CITY MANAGER COMMENTS

ADJOURNMENT

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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February 4, 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: Madden, Cross, Talbott, 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, Police Chief Dale Waimaster, and City Clerk Katrina Woelk.

Approval of Agenda

Councilmember Cross made a motion to amend the agenda and add Introduction of Electric Production Staff as Item 1 under Presentations and Public Hearings. Councilmember Madden seconded. The motion carried unanimously.

Public Comments

Bill Hickert, Kenny Hollinger and Jeff Billinger spoke about the letter that the Mayor wrote and signed it as the Mayor.

Presentations and Public Hearings

1. Introduction of Electric Production personnel

Staff of the Electric Production department was introduced to the council.

2. Water Conservation Status

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

3. 930 N Lincoln Hearing

Mayor Mader opened the hearing regarding the Vacant Building Ordinance for the property located at 930 N Lincoln. Chasen Katz, attorney for the City, asked questions of the fire chief. Jerry Driscoll, attorney for the property owner asked questions of the fire chief. Mayor Mader closed the hearing.

Consent Agenda

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

Unfinished Business

1. Review and Consideration of Bid – Maple / St. John Waterline Improvement Project

Councilmember Cross made a motion to accept the low bid from APAC-Kansas, contingent upon written approval of a single bid from the Kansas Department of Commerce. Councilmember Wagner seconded. The motion carried unanimously.

2. Amend Capital Improvement Plant

Councilmember Cross made a motion to approve the Capital Improvement Plan as presented. Councilmember Madden seconded. The motion carried unanimously.

New Business

1. Determination Regarding Vacant Building Appeal – 930 N. Lincoln

Councilmember Madden made a motion affirming the finding of the public officer that the building at 930 N. Lincoln is chronically vacant and subject to registration. No second.

Councilmember Cross made a motion overruling the finding of the public officer that the building at 930 N. Lincoln is chronically vacant and subject to registration. Councilmember Morrill seconded. Motion carried 3-2 with Councilmembers Talbott and Madden opposed.

2. Disadvantage Business Enterprise Program

Councilmember Wagner made a motion to approve the Disadvantaged Business Enterprise Policy Statement and authorize the Mayor to sign the policy statement. Councilmember Talbott seconded. The motion carried unanimously.

3. Special Event Application – Sunday Fun Run

Councilmember Wagner made a motion to approve the Special Event Application for a 5K Walk/Run. Councilmember Cross seconded. The motion carried unanimously.

4. Jaws of Life

Councilmember Wagner made the motion to approve the low bid from Danko for the purchase of a Hurst Spreader, Cutter, Ram, and Charger for \$27,876.40. Councilmember Cross seconded. The motion carried unanimously.

Department Reports

1. Deines Cultural Center Activities

Shannon Trevethon, Director of the Deines Cultural Center, gave the council an update of the activities that took place throughout the last year.

2. Bond Information

Finance Director Woelk explained the process of the bond refunding of the 2011 bonds.

Public Comments

Jeff Billinger spoke about the letter the Mayor wrote signing as Mayor of Russell, KS. John Kuntsch had no issues with the letter to the editor.

Executive Session

Jim Cross made a motion to recess into executive session, to include the city manager, city attorney, public works director, to discuss right-of-way acquisition pursuant to the preliminary discussion of the acquisition of real property exception, KSA 75-4319(b)(6). The open meeting will resume in the city council chamber at 6:09pm. Councilmember Morrill seconded. The Motion carried unanimously.

Governing Body/City Manager Comments

City Manager Quinday reported to the council about emergency purchase of a bearing in unit 5 at the main power plant.

Adjournment

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

Katrina Woelk, City Clerk

CITY OF RUSSELL
 ACCOUNTS PAYABLE
 APPROPRIATION ORD. A-02-20
 01/22/20 THRU 02/18/20

FUND NO#	FUND NAME	AMOUNT
10	GENERAL FUND	\$88,167.92
12	AIRPORT FUND	\$256.50
16	INDUSTRIAL FUND	\$200.00
18	BOND & INTEREST FUND	
22	LIBRARY FUND	
24	FIRE EQUIPMENT FUND	\$6,262.11
26	RECREATION FUND	
28	PERSONNEL BENEFITS	\$131,000.46
29	SPECIAL HIGHWAY FUND	\$750.00
36	ELECTRIC FUND	\$216,475.65
37	WATER IMPROVEMENT FUND	\$41,738.34
38	WATER FUND	\$176,168.02
39	SANITATION/RECYCLING FUND	\$11,863.72
40	ELECTRIC DEPRECIATION FUND	\$588.46
45	WASTEWATER REPLACEMENT FUND	
46	WASTEWATER FUND	\$6,200.03
47	SPECIAL PARK & RECREATION	
48	SANITATION RESERVE	
51	CAPITAL IMPROVEMENTS FUND	
52	EQUIPMENT RESERVE FUND	
61	MUNICIPAL COURT FUND	\$1,279.93
65	INDUSTRIAL DEV/ECON DEV GRANT FUND	
66	DEINES CENTER GRANT	
68	WATER CAPITAL PROJ FUND	
70	AIRPORT PROJECT FUNDS	\$4,513.00
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	\$449.99
89	DEINES CENTER TRUST FUND	
90	DONATION FUND	
99	TRANSFER TO UMB TO COVER P/R	
	** TOTALS **	<u>\$685,914.13</u>

A/P HISTORY CHECK REPORT

2/13/2020 11:46 AM

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A/P HISTORY CHECK REPORT

2/13/2020 11:46 AM

VENDOR SET: 01 City of Russell
 BANK: APBK POOL CASH ACCOUNT
 DATE RANGE: 1/22/2020 THRU 2/18/2020

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
08020	HACH COMPANY	R	1/22/2020			046052		57.37
26307	HAWKINS, INC	R	1/22/2020			046053		1,617.90
26609	HUMAN SOCIETY OF THE HIGH PL	R	1/22/2020			046054		50.00
09057	INSURANCE PLANNING INC	R	1/22/2020			046055		126.00
11089	KS DEPT OF HEALTH & ENV	R	1/22/2020			046056		10,725.56
11089	KS DEPT OF HEALTH & ENV	R	1/22/2020			046057		37,638.32
11099	KS DEPT OF HEALTH & ENVIRON	R	1/22/2020			046058		1,230.00
11107	KS WATER PROTECTION FEE	V	1/22/2020			046059		38,018.40
11107	KS WATER PROTECTION FEE							
11107	KS WATER PROTECTION FEE							
26385	KU PUBLIC MANAGEMENT CENTER	R	1/22/2020			046060		4,770.00
26254	LILLIAN H LEIKER REVOCABLE LIV	R	1/22/2020			046061		43,037.69
26485	BRIAN J MEYER	R	1/22/2020			046062		3,333.33
26027	FREYBEEK, INC	R	1/22/2020			046063		198.78
18143	NEAL ROTH	R	1/22/2020			046064		10,000.00
18000	R & R PRODUCTS, INC.	R	1/22/2020			046065		538.40
18096	STEVE ROBBEN	R	1/22/2020			046066		15,000.00
18280	MAIN STREET MEDIA	R	1/22/2020			046067		49.00
18238	RUSSELL CO REGISTER OF DEEDS	R	1/22/2020			046068		42.00
18340	RUSSELL READY MIX CONCRETE, IN	R	1/22/2020			046069		900.00
18170	WEST-CENTRAL KANSAS ASSOC INC	R	1/22/2020			046070		427.27
19509	DELPHINE M. STRANDEL LIVING TRU	R	1/22/2020			046071		10,000.00

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11100	KS CONSUMERS COMP USE TAX	D	1/27/2020			000000		22.24
11101	KS DEPARTMENT OF REVENUE	D	1/27/2020			000000		16,531.11
11130	KANSAS GAS SERVICE	D	1/27/2020			000264		913.85
11114	RHEA - EMP 2 OPERATING ACCT	D	1/27/2020			000265		60,514.54
11114	RHEA - EMP 2 OPERATING ACCT	D	2/05/2020			000266		41,985.82
26535	MICROSOFT CORPORATION	V	2/17/2020			000268		451.35
26535	MICROSOFT CORPORATION							
26535	MICROSOFT CORPORATION							
13173	MIDWEST ENERGY, INC.	D	2/14/2020			000277		45.34
26135	VERIZON WIRELESS SERVICES LLC-	D	2/08/2020			000278		61.70
03282	CITY OF RUSSELL	R	1/22/2020			046038		81,535.12
01067	AIRGES, INC	R	1/22/2020			046041		2,863.44
01202	PARAMARK UNIFORM & CAREER APPAR	R	1/22/2020			046042		902.66
01203	BRUCE ARNHOLD	R	1/22/2020			046043		5,000.00
03190	CHAMBER OF COMMERCE	R	1/22/2020			046044		200.00
03045	CORRECT CASE SOLUTIONS, LLC	R	1/22/2020			046045		36.00
04035	A-7 AUSTIN, LTD	R	1/22/2020			046046		321.71
26486	DALE D. MEYER	R	1/22/2020			046047		1,665.67
04033	DANKO EMERGENCY EQUIPMENT CO	R	1/22/2020			046048		820.00
26155	ERIC S. CLINE	R	1/22/2020			046049		274.48
13348	EUROFINS EATON ANALYTICAL, LLC	R	1/22/2020			046050		75.00
02285	H.M. LOCHNER, INC	R	1/22/2020			046051		4,513.00

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19512	STROBEL DOOR & REPAIR, INC.	R	1/22/2020	352.00		046072		352.00	046072			352.00
26226	THE VICTOR L PHILLIPS CO.	R	1/22/2020	311.39		046073		311.39	046073			311.39
26105	TYLER TECHNOLOGIES INC.	R	1/22/2020	423.51		046074		423.51	046074			423.51
20988	HD SUPPLY FACILITIES MAINTENAN	R	1/22/2020	133.85		046075		133.85	046075			133.85
21083	UTILITY SERVICE CO., INC.	R	1/22/2020	18,303.69		046076		18,303.69	046076			18,303.69
26629	WHEAT STREET FUGROAL CO LLC	R	1/22/2020	150.00		046077		150.00	046077			150.00
01100	ALTEC, INC.	R	2/05/2020	77.48		046098		77.48	046098			77.48
01170	AMERICAN WATER WORKS ASSN	R	2/05/2020	204.00		046099		204.00	046099			204.00
26711	CHRISTOPHER BOSS	R	2/05/2020	50.00		046100		50.00	046100			50.00
03266	CITY OF RUSSELL	R	2/05/2020	300.00		046101		300.00	046101			300.00
03290	CLARKE WELL & EQUIPMENT, INC.	R	2/05/2020	11,453.00		046102		11,453.00	046102			11,453.00
26657	COMELANCEONE, INC	R	2/05/2020	1,102.25		046103		1,102.25	046103			1,102.25
03043	COOKS AUTO PARTS LLC	R	2/05/2020	2,542.69		046108		2,542.69	046108			2,542.69
08020	RACH COMPANY	R	2/05/2020	289.84		046111		289.84	046111			289.84
08136	HEARTLAND BUILDING CENTER, INC	R	2/05/2020	206.65		046112		206.65	046112			206.65
11054	KS ASSOC OF MAFERS (KSM)	R	2/05/2020	100.00		046113		100.00	046113			100.00
11107	KS WATER PROTECTION FEE	R	2/05/2020	3,801.84		046114		3,801.84	046114			3,801.84
26385	KO PUBLIC MANAGEMENT CENTER	R	2/05/2020	600.00		046115		600.00	046115			600.00
26667	LAGAR TEXAS LIMITED PARTNERSHI	R	2/05/2020	200.00		046116		200.00	046116			200.00
13250	MISSISSIPPI LINE COMPANY	R	2/05/2020	6,355.55		046117		6,355.55	046117			6,355.55
26670	FITNEY BOWES INC	R	2/05/2020	188.40		046118		188.40	046118			188.40
20126	PROFESSIONAL TURE PRODUCTS, LP	R	2/05/2020	562.66		046119		562.66	046119			562.66

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26712	AGSEAN, LLC	R	2/05/2020						046120			355.00
18238	RUSSELL CO REGISTER OF DEEDS	R	2/05/2020						046121			21.00
18170	WEST-CENTRAL KANSAS ASSOC INC	R	2/05/2020						046122			600.00
19020	WAREHOUSE, INC	R	2/05/2020						046123			231.05
19410	STRATON WHOLESAL E ELECTRIC CO.	R	2/05/2020						046124			10,115.56
26641	STATE OF KANSAS	R	2/05/2020						046125			249.00
23086	S & H ACQUISITION LLC	R	2/05/2020						046126			2,780.04
26621	B.A.T.S., INC	R	2/05/2020						046127			284.86
01067	ARGAS, INC	R	2/18/2020						046145			69.25
26666	B & R MACHINE WORKS LLC	R	2/18/2020						046146			544.50
02148	SCOTT SIMPSON	R	2/18/2020						046147			162.94
02170	MARK A. BLEHM	R	2/18/2020						046148			500.00
26567	BORDER STATES INDUSTRIES, INC	R	2/18/2020						046149			2,577.96
02300	BUCKEYE CORPORATION	R	2/18/2020						046150			52.62
03220	CITY ATTORNEYS ASSOCIATION OF	R	2/18/2020						046151			35.00
03245	CITY OF HAYS	R	2/18/2020						046152			407.06
03270	CITY OF RUSSELL	R	2/18/2020						046153			1,090.83
26510	COMFORT PRO INC	R	2/18/2020						046154			290.20
08125	CORE & MAIN LP	R	2/18/2020						046155			40.00
26608	DIJAN J PALMA	R	2/18/2020						046156			732.05
04033	DANKO EMERGENCY EQUIPMENT CO	R	2/18/2020						046157			3,239.48
06049	FOLEY EQUIPMENT CO	R	2/18/2020						046158			36.18

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26537	GLASSMAN BIRD BROWN POWELL LLP	R	2/18/2020			046159		307.50	18200	RUSSELL CO CLERK	R	2/18/2020			046183		417.60
26701	GLORIA HOMER	R	2/18/2020			046160		10.93	18230	RUSSELL CO HIGHWAY DEPT	R	2/18/2020			046184		925.02
07116	W.M. GRAINGER, INC	R	2/18/2020			046161		1,966.58	26715	RUSSELL CO HISTORICAL SOCIETY	R	2/18/2020			046185		750.00
08020	HACK COMPANY	R	2/18/2020			046182		9,452.65	18239	RUSSELL CO REGISTER OF DEEDS	R	2/18/2020			046186		21.00
09031	INDUSTRIAL PROCESS SYSTEMS	R	2/18/2020			046163		2,903.31	18250	RUSSELL CO SHERIFF'S OFFI	R	2/18/2020			046187		180.00
26287	KANSAS FIRE EQUIPMENT CO, INC	R	2/18/2020			046164		400.00	18240	RUSSELL CO SOLID WASTE	R	2/18/2020			046188		7,962.85
11108	KANSAS MUNICIPAL UTILITIES, IN	R	2/18/2020			046165		18,185.00	19140	SK LABORATORIES, INC	R	2/18/2020			046189		403.52
11115	KANSAS ONE-CALL SYSTEM, INC	R	2/18/2020			046166		32.40	26645	STEINLE CONSTRUCTION INC.	R	2/18/2020			046190		2,250.00
26716	KEN KRANNWITZER	R	2/18/2020			046167		50.00	26425	STOP STICK, LTD	R	2/18/2020			046191		99.00
11220	KLEMA IGA, INC	R	2/18/2020			046168		264.81	19500	STOPPEL SUPPLY CO., INC.	R	2/18/2020			046192		3,800.77
26632	KRISTA L WHITMER	R	2/18/2020			046169		2,506.14	19503	WILLIAM K STOUGHTON	R	2/18/2020			046199		50.00
26072	KS STATE TREASURER	R	2/18/2020			046170		279.00	26591	JERRY SUCHY	R	2/18/2020			046200		400.00
11135	KANSAS STATE UNIVERSITY	R	2/18/2020			046171		56.99	26494	TARGETSOLUTIONS LEARNING, LLC	R	2/18/2020			046201		1,141.20
12160	LAMPTON WELDING SUPPLY CO, INC	R	2/18/2020			046172		70.12	20090	NICHOLS VETERINARY ENTERPRISES	R	2/18/2020			046202		589.50
12091	LAWSON PRODUCTS INC	R	2/18/2020			046173		90.83	26105	TYLER TECHNOLOGIES INC.	R	2/18/2020			046203		3,763.87
12130	LEAGUE OF KS MUNICIPALITIES	R	2/18/2020			046174		50.00	20988	MD SUPPLY FACILITIES MAINTENN	R	2/18/2020			046204		1,614.12
13060	MAI EXCAVATING INC	R	2/18/2020			046175		225.00	26135	VERIZON WIRELESS SERVICES LLC-	R	2/18/2020			046205		383.68
13160	MID-STATES ENERGY WORKS,INC	R	2/18/2020			046176		38,981.45	23212	KENNETH L COLE	R	2/18/2020			046206		900.00
14059	NEX-TECH, LLC	R	2/18/2020			046177		2,320.38	23213	WOLK'S HOUSE OF DIAMONDS	R	2/18/2020			046207		15.00
15039	OFFICE PRODUCTS, INC	R	2/18/2020			046178		1,161.26	24010	YOST ELECTRIC, INC	R	2/18/2020			046208		728.37
16061	PERFECT PRINT LLC	R	2/18/2020			046181		100.00	01067	AIRGAS, INC	R	2/18/2020			046209		397.95
16122	PROFESSIONAL FIRE EQUIP CO, LL	R	2/18/2020			046182		3,040.06	16122	PROFESSIONAL FIRE EQUIP CO, IL	R	2/18/2020			046210		805.00

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1	FROST, DALTON LYNN	R	2/18/2020	130.00	046211	046211		130.00
1	MEYER, DOUGLAS P	R	2/18/2020	500.00	046212	046212		500.00
1	MURPHY, THOMAS J	R	2/18/2020	180.00	046213	046213		180.00
	NO			INVOICE AMOUNT				
	122			459,730.54				
	0			0.00				
	7			120,505.95				
	0			0.00				
	0			0.00				
	2			0.00				
	VOID DEBITS		0.00					
	VOID CREDITS		38,469.75CR					
	TOTAL ERRORS:		0					

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11010	K P E R S	D	1/29/2020	38,469.75CR	0.00	0.00		38,469.75CR
11011	K P E R S LIFE INSURANCE	D	1/29/2020	541,766.74	DISCOUNTS	0.00		541,766.74
11015	KS DEPT OF REVENUE	D	1/29/2020	541,766.74	DISCOUNTS	0.00		541,766.74
21042	BANK UNITED	D	1/29/2020	541,766.74	DISCOUNTS	0.00		541,766.74
26617	LEGAL SHIELD	D	1/29/2020	541,766.74	DISCOUNTS	0.00		541,766.74
09032	GREATWEST FINANCIAL	D	2/12/2020					
11010	K P E R S	D	2/12/2020					
11015	KS DEPT OF REVENUE	D	2/12/2020					
21042	BANK UNITED	D	2/12/2020					
03282	CITY OF RUSSELL	R	1/29/2020					
11002	KANSAS PAYMENT CENTER	R	1/29/2020					
26008	LAW OFFICE OF AMBER M. BREHM	R	1/29/2020					
26703	U.S. DEPARTMENT OF EDUCATION A	R	1/29/2020					
	VENDOR TOTALS:							
	131							
	BANK: APBK							
	TOTALS:							

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
26311	SUNFLOWER HSA CUSTODIAN FOR D	F	2/04/2020			000665		450.00
26371	SUNFLOWER HSA CUSTODIAN FOR A	E	2/04/2020			000666		350.00
26401	SUNFLOWER CUSTODIAN FOR T REYN	E	2/04/2020			000667		200.00
26640	SUNFLOWER HSA CUSTODIAN FOR K	E	2/04/2020			000668		300.00
01141	AMER. FIDELITY ASSURANCE	D	1/29/2020			000254		1,229.69
01142	AMER. FIDELITY ASSURANCE	D	1/29/2020			000255		1,738.07
01143	AMERICAN FIDELITY ASSURANCE CO	D	1/29/2020			000256		1,237.16
03282	CITY OF RUSSELL	D	1/29/2020			000257		300.00
09032	GREATWEST FINANCIAL	D	1/29/2020			000258		1,820.00
11010	K P E R S	D	1/29/2020			000259		22,031.28
11011	K P E R S LIFE INSURANCE	D	1/29/2020			000260		680.57
11015	KS DEPT OF REVENUE	D	1/29/2020			000261		5,304.63
21042	BANK UNITED	D	1/29/2020			000262		32,610.19
26617	LEGAL SHIELD	D	1/29/2020			000263		319.80
09032	GREATWEST FINANCIAL	D	2/12/2020			000273		1,820.00
11010	K P E R S	D	2/12/2020			000274		21,863.99
11015	KS DEPT OF REVENUE	D	2/12/2020			000275		5,364.28
21042	BANK UNITED	D	2/12/2020			000276		32,863.45
03282	CITY OF RUSSELL	R	1/29/2020			046093		5,918.20
11002	KANSAS PAYMENT CENTER	R	1/29/2020			046095		537.70
26008	LAW OFFICE OF AMBER M. BREHM	R	1/29/2020			046096		264.49
26703	U.S. DEPARTMENT OF EDUCATION A	R	1/29/2020			046097		171.36

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
03282	CITY OF RUSSELL	█	2/12/2020			046140	5,787.54	
11002	KANSAS PAYMENT CENTER	█	2/12/2020			046142	602.31	
26408	LAW OFFICE OF AMBER M. BREHM	█	2/12/2020			046143	264.49	
26703	U.S. DEPARTMENT OF EDUCATION A	█	2/12/2020			046144	149.21	

TOTALS	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	13,695.30	0.00	13,695.30
HAND CHECKS:	0.00	0.00	0.00
DRAFTS:	129,182.09	0.00	129,182.09
FTS:	1,270.00	0.00	1,270.00
NON CHECKS:	0.00	0.00	0.00
VOID CHECKS:	0.00	0.00	0.00
VOID CREDITS:	0.00	0.00	0.00

TOTAL ERRORS:	0
VENDOR SET: 01 BANK: PYBK TOTALS:	26
BANK: PYBK TOTALS:	26
REPORT TOTALS:	157

INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
144,147.39	0.00	144,147.39
144,147.39	0.00	144,147.39
685,914.13	0.00	685,914.13

VENDOR SET: 01 City of Russell
 BANK: APBK POOL CASH ACCOUNT
 DATE RANGE: 1/22/2020 THRU 2/18/2020

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
11101	KS DEPARTMENT OF REVENUE							
I-202001173485	KS DEPARTMENT OF REVENUE	D	1/27/2020	16,531.11		000000		16,531.11
11114	KMEA - EMP 2 OPERATING ACCT							
I-KMEA-DG-RU-20-02	DOGWOOD ENERGY CENTER	D	1/27/2020	60,514.54		000265		60,514.54
11114	KMEA - EMP 2 OPERATING ACCT							
I-GRDA-RU-20-02	KRDA FEB 2020	D	2/05/2020	41,965.82		000266		41,965.82
03282	CITY OF RUSSELL							
I-202001173484	CITY OF RUSSELL	R	1/22/2020	81,535.12		046038		81,535.12
11089	KS DEPT OF HEALTH & ENV							
I-PROJ 2731 2020	PROJ 2731 08/01/19 -01/31/2020	R	1/22/2020	10,725.56		046056		10,725.56
11089	KS DEPT OF HEALTH & ENV							
I-PROJ 2791 2020	PROJ 2791 08/01/19-01/31/2020	R	1/22/2020	37,638.32		046057		37,638.32
11107	KS WATER PROTECTION FEE							
I-OCT-DEC 2019	OCT-DEC 2019 4TH QTR	V	1/22/2020	38,018.40		046059		38,018.40
11107	KS WATER PROTECTION FEE							
M-CHECK	KS WATER PROTECTION FEE VOIDED	V	1/22/2020			046059		38,018.40CR
26254	LILLIAN H LEIKER REVOCABLE LIV							
I-2020 LEIKER TRUST	L LEIKER TRUST/ WW #11	R	1/22/2020	43,037.89		046061		43,037.89
18143	NEAL ROTH							
I-2020 N ROTH #6-7	N ROTH WW #6-7	R	1/22/2020	10,000.00		046064		10,000.00
18096	STEVE ROBBEN							
I-2020 ROBBEN #8-10	S ROBBEN WW #8-10	R	1/22/2020	15,000.00		046066		15,000.00
19509	DELPHINE M. STRAMEL LIVING TRU							
I-20 STRAMEL #3-4	D STRAMEL TRUST WW #3-4	R	1/22/2020	10,000.00		046071		10,000.00
21083	UTILITY SERVICE CO., INC.							
I-496707	SOUTH WATER TANK	R	1/22/2020	18,909.69		046076		18,909.69
03290	CLARKE WELL & EQUIPMENT, INC.							
I-19596	REHAB HIGH PUMP 6	R	2/05/2020	11,453.00		046102		11,453.00
19410	STANION WHOLESALE ELECTRIC CO.							
I-4822270-01	PIGTAILS 2 METER	R	2/05/2020	86.54		046124		
I-4845419-00	INVENTORY	R	2/05/2020	2,212.86		046124		
I-4846511-00	HORN 120V60HZ WPF	R	2/05/2020	140.84		046124		
I-4847798-00	RELAYS	R	2/05/2020	16.68		046124		
I-4860861-02	INVENTORY RESTOCK	R	2/05/2020	12.18		046124		

VENDOR SET: 01 City of Russell
 BANK: APBK POOL CASH ACCOUNT
 DATE RANGE: 1/22/2020 THRU 2/18/2020

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
I-4860861-06	INVENTORY RESTOCK	R	2/05/2020	680.30		046124		
I-4868095-00	INVENTORY	R	2/05/2020	483.13		046124		
I-4868095-01	INVENTORY	R	2/05/2020	375.86		046124		
I-4874538-00	INV PARTS	R	2/05/2020	5,518.71		046124		
I-4875857-00	SOUTH FRONT STREET TIE	R	2/05/2020	588.46		046124		10,115.56
11108	KANSAS MUNICIPAL UTILITIES, IN							
I-15104	2020 KMU ELECTRIC MEMBERSHIP	R	2/18/2020	18,185.00		046165		18,185.00
13160	MID-STATES ENERGY WORKS, INC							
I-5327	METERING STATION	R	2/18/2020	38,331.45		046176		
I-5330	RELAY COMMUNICATIONS	R	2/18/2020	650.00		046176		38,981.45

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	12	343,599.99	0.00	305,581.59
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	3	119,011.47	0.00	119,011.47
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00

VOID CHECKS:	0 VOID DEBITS	0.00		
	VOID CREDITS	38,018.40CR	38,018.40CR	0.00

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: APBK TOTALS:	15	424,593.06	0.00	424,593.06
BANK: APBK TOTALS:	15	424,593.06	0.00	424,593.06

VENDOR SET: 01 City of Russell
 BANK: PYBK PAYROLL ACCOUNT
 DATE RANGE: 1/22/2020 THRU 2/18/2020


VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
11010	K P E R S							
	I-RE2202001283493		1/29/2020	4,031.79		000259		
	I-RET202001283493		1/29/2020	9,905.03		000259		
	I-RT3202001283493		1/29/2020	8,094.46		000259		22,031.28
21042	BANK UNITED							
	I-T1 202001283493		1/29/2020	11,465.84		000262		
	I-T3 202001283493		1/29/2020	17,128.94		000262		
	I-T3 202001283494		1/29/2020	7.66		000262		
	I-T4 202001283493		1/29/2020	4,005.94		000262		
	I-T4 202001283494		1/29/2020	1.80		000262		32,610.18
11010	K P E R S							
	I-RE2202002113501		2/12/2020	4,112.54		000274		
	I-RET202002113501		2/12/2020	9,770.78		000274		
	I-RT3202002113501		2/12/2020	7,980.67		000274		21,863.99
21042	BANK UNITED							
	I-T1 202002113501		2/12/2020	11,514.24		000276		
	I-T1 202002113502		2/12/2020	9.35		000276		
	I-T3 202002113501		2/12/2020	17,251.20		000276		
	I-T3 202002113502		2/12/2020	43.92		000276		
	I-T4 202002113501		2/12/2020	4,034.48		000276		
	I-T4 202002113502		2/12/2020	10.26		000276		32,863.45

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0	0.00	0.00	0.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	4	109,368.90	0.00	109,368.90
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS	0.00		
	VOID CREDITS	0.00	0.00	0.00

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: PYBK TOTALS:	4	109,368.90	0.00	109,368.90
BANK: PYBK TOTALS:	4	109,368.90	0.00	109,368.90
REPORT TOTALS:	19	533,961.96	0.00	533,961.96

City of Russell
Pooled Cash Reconciliation

Reviewed by: 

1.31.20

Cash on Hand (2 drawers @ \$250 each)

500.00

Summary

Cash on Hand
\$ 500.00

Southwind Bank

Southwind Checking 10016767

8,858,626.72

Deposits in Transit

1,281.75

Outstanding Checks

(244,502.53)

Reconciled Cash Bal

8,615,405.94

Demand Deposits

\$ 8,734,322.76

Time Deposits

\$ 12,986,429.12

\$ 21,721,251.88

Southwind Money Market 1008527

1,150,416.98

CD#14299

-

-

Pledged

Securities

500,000.00

8,605,582.31

Subtotal Southwind

9,765,822.92

9,105,582.31

UMB

UMB - 30 7067 928 0

Deposit in Transit

115,060.24

115,060.24

250,000.00

UMB Imprest 56 0102 534 7

2,000.00

0.00

MM

STATE BK INDIA NEW YOR NY

1,856.58

DIME CMNTY BK BROOKLYN NEW YORK

210,000.00

BANK OZK CD

210,000.00

ZIONS BANCORPORATION NATL ASSN CD

210,000.00

ZIONS BANCORPORATION NATL ASSN CD/ACCRUED INT BOUGHT

212,000.00

27.88

843,884.46

Subtotal UMB

960,944.70

1,093,884.46

Wilson State Bank

-

Sunflower Bank

Sunflower Checking

298,903.61

Deposits in Transit

382.65

Outstanding Checks

(948.66)

Reconciled Cash Bal

298,337.60

250,000.00

105,557.00

355,557.00

Municipal Investment Pool

Overnite Pool

Fixed Rate Pool 90 days

Fixed Rate Pool 90 days

Fixed Rate Pool 180 days

Fixed Rate Pool 365 days

11,415,984.26

11,415,984.26

Total Pooled Cash

\$ 22,441,589.48

POOLED CASH REPORT

AS OF: JANUARY 31ST, 2020

FUND	ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
<u>CLAIM ON CASH</u>					
10	100	GENERAL - CLAIM ON CASH	1,922,360.56	1,101,403.74	3,023,764.30
12	100	AIRPORT - CLAIM ON CASH	37,442.85	361.05	37,803.90
16	100	INDUSTRIAL - CLAIM ON CASH	63,297.54	(3,701.17)	59,596.37
18	100	BOND & INT - CLAIM ON CASH	103,789.37	(41,565.63)	62,223.74
22	100	LIBRARY - CLAIM ON CASH	0.00	0.00	0.00
24	100	FIRE EQUIP - CLAIM ON CASH	119,072.55	(4,749.36)	114,323.19
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	665,495.50	(43,045.17)	622,450.33
29	100	SPECIAL HWY - CLAIM ON CASH	322,901.89	31,327.95	354,229.84
36	100	ELECTRIC - CLAIM ON CASH	6,943,749.44	264,803.85	7,208,553.29
37	100	WTR IMPROV - CLAIM ON CASH	2,012,543.79	(18,909.69)	1,993,634.10
38	100	WATER - CLAIM ON CASH	2,402,714.62	(29,810.51)	2,372,904.11
39	100	SANITATION - CLAIM ON CASH	397,920.52	10,615.54	408,536.06
40	100	ELEC DEPR - CLAIM ON CASH	2,248,979.23	(26,223.50)	2,222,755.73
43	100	IND PARK TIF - CLAIM ON CASH	0.00	0.00	0.00
45	100	WW REPLACEMENT - CLAIM ON CASH	714,315.68	0.00	714,315.68
46	100	WASTEWATER - CLAIM ON CASH	609,378.54	42,297.52	651,676.06
47	100	SPECIAL PARK - CLAIM ON CASH	65,547.86	(8,515.50)	57,032.36
48	100	SANIT REPL - CLAIM ON CASH	291,671.50	0.00	291,671.50
51	100	CAPITAL IMPROV - CLAIM ON CASH	621,777.83	44,943.21	666,721.04
52	100	EQUIP RESERVE - CLAIM ON CASH	329,020.13	7,166.13	336,186.26
61	100	COURT - CLAIM ON CASH	8,946.51	(1,066.05)	7,880.46
65	100	EDA GRANT - CLAIM ON CASH	0.00	0.00	0.00
70	100	AIRPORT IMPROV - CLAIM ON CASH	(16,965.00)	(12,256.00)	(29,221.00)
71	100	WICHITA AVE - CLAIM ON CASH	8,530.32	0.00	8,530.32
80	100	HEALTH INS - CLAIM ON CASH	243,372.82	1,364.83	244,737.65
81	100	GOLF COURSE IMPR-CLAIM ON CASH	34,803.14	1,050.00	35,853.14
82	100	SINK OR SWIM - CLAIM ON CASH	848.75	0.00	848.75
83	100	FIRE INS PROC - CLAIM ON CASH	0.00	0.00	0.00
84	100	RISK MGT RES - CLAIM ON CASH	20,899.60	0.00	20,899.60
85	100	DRUG FORFEITURE - CLAIM ON CASH	3,694.78	0.00	3,694.78
86	100	JOHNSON TRUST - CLAIM ON CASH	897,577.47	0.00	897,577.47
87	100	FIREFIGHTER AC - CLAIM ON CASH	13,901.91	1,204.62	15,106.53
89	100	DCC TRUST - CLAIM ON CASH	24,905.08	0.00	24,905.08
90	100	DONATIONS - CLAIM ON CASH	12,398.84	0.00	12,398.84
TOTAL CLAIM ON CASH			21,124,893.62	1,316,695.86	22,441,589.48

CASH IN BANK - POOLED CASH

99	100	POOL CASH - CHECKING	7,286,095.95	1,329,309.99	8,615,405.94
99	101	MONEY MARKET ACCT	1,149,928.65	488.33	1,150,416.98
99	102	SUNFLOWER BANK	299,268.37	(930.77)	298,337.60
99	103	UMB INVESTMENTS	843,597.63	286.83	843,884.46
99	104	UMB CHECKING	127,518.76	(12,458.52)	115,060.24
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: JANUARY 31ST, 2020

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	0.00	0.00	0.00
SUBTOTAL CASH IN BANK - POOLED CASH			21,124,893.62	1,316,695.86	22,441,589.48
<u>WAGES PAYABLE</u>					
99	201	WAGES PAYABLE	0.00	0.00	0.00
SUBTOTAL WAGES PAYABLE			0.00	0.00	0.00
TOTAL CASH IN BANK - POOLED CASH			21,124,893.62	1,316,695.86	22,441,589.48
<u>DUE TO OTHER FUNDS - POOLED CASH</u>					
99	205	DUE TO OTHER FUNDS	21,124,893.62	1,316,695.86	22,441,589.48
TOTAL DUE TO OTHER FUNDS			21,124,893.62	1,316,695.86	22,441,589.48

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
<u>EXPENDITURE SUMMARY</u>							
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	19,145.42	75.00	152,798.55	84.23	(2,627.78)	101.75
CITY CLERK	192,219.00	13,825.65	0.00	201,640.56	84.22	(9,505.78)	104.95
TRANSPORTATION/(BUS)	70,950.00	5,730.10	0.00	60,262.76	84.22	10,603.02	85.06
POLICE	558,920.00	57,721.45	1,206.97	507,082.73	2,335.05	50,709.19	90.93
PUBLIC WORKS	84,940.00	9,496.40	0.00	84,573.00	146.72	220.28	99.74
FIRE	212,843.00	16,322.26	0.00	162,650.97	1,144.78	49,047.25	76.96
MUNICIPAL COURT	59,520.00	6,212.74	0.00	54,940.09	0.00	4,579.91	92.31
911	434,560.00	56,956.53	0.00	433,824.83	84.22	650.95	99.85
COMMUNITY DEVELOPMENT	161,035.00	14,814.20	0.00	161,406.25	84.21	(455.46)	100.28
STREET	372,370.00	36,933.73	2,905.00	359,437.90	8,907.10	6,930.00	98.14
GOLF COURSE	195,190.00	15,137.04	3,776.27	181,548.34	130.00	17,287.93	91.14
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	20,324.01	9.17	223,150.35	1,224.55	20,474.27	91.64
DEINES CULTURAL CENTER	53,061.00	4,847.38	0.00	47,196.81	0.00	5,864.19	88.95
*** TOTAL EXPENDITURES ***	4,786,139.00	468,531.03	8,697.41	3,488,879.68	14,393.53	1,291,563.20	73.01
** REVENUE OVER(UNDER) EXPENDITURES *	(1,776,314.00)	(317,792.01)	8,697.41	(144,609.06)	(14,393.53)	(1,626,008.82)	91.54

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	<u>1,018,200.00</u>	<u>84,850.00</u>	<u>0.00</u>	<u>1,018,200.00</u>	<u>0.00</u>	<u>0.00</u>	<u>100.00</u>
*** TOTAL REVENUES ***	<u>2,226,800.00</u>	<u>93,441.93</u>	<u>0.00</u>	<u>1,972,890.00</u>	<u>0.00</u>	<u>253,910.00</u>	<u>88.60</u>
<u>EXPENDITURE SUMMARY</u>							
NON DEPARTMENTAL	<u>2,416,409.00</u>	<u>166,739.15</u>	<u>0.00</u>	<u>1,747,248.10</u>	<u>0.00</u>	<u>669,160.90</u>	<u>72.31</u>
*** TOTAL EXPENDITURES ***	<u>2,416,409.00</u>	<u>166,739.15</u>	<u>0.00</u>	<u>1,747,248.10</u>	<u>0.00</u>	<u>669,160.90</u>	<u>72.31</u>
** REVENUE OVER (UNDER) EXPENDITURES **	<u>(189,609.00)</u>	<u>(73,297.22)</u>	<u>0.00</u>	<u>225,641.90</u>	<u>0.00</u>	<u>(415,250.90)</u>	<u>219.00</u>

CITY OF RUSSELL
 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	355,328.41	0.00	1,436,561.43	0.00	2,018,328.57	41.58
ELECTRIC PRODUCTION	7,289,260.00	674,703.83	20,222.22	5,391,492.74	8,972.94	1,909,016.54	73.81
ELECTRIC DISTRIBUTION	715,565.00	5,588.21	1,134.37	582,753.86	65,760.92	68,184.59	90.47
*** TOTAL EXPENDITURES ***	11,459,715.00	1,035,620.45	21,356.59	7,410,808.03	74,733.86	3,995,529.70	65.13
** REVENUE OVER(UNDER) EXPENDITURES *	(1,314,215.00)	(229,553.26)	21,356.59	2,929,116.45	(74,733.86)	(4,189,954.18)	318.82

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	66,514.07	18,896.52	776,798.52	13,398.56	170,189.44	81.92
WATER DISTRIBUTION	288,690.00	26,148.30	0.00	245,147.98	9,025.29	34,516.73	88.04
*** TOTAL EXPENDITURES ***	2,935,812.00	833,792.61	18,896.52	2,710,140.47	22,423.85	222,144.20	92.43
** REVENUE OVER (UNDER) EXPENDITURES *	(642,812.00)	(606,693.78)	18,896.52	176,369.23	(22,423.85)	(815,653.90)	126.89

REVENUE & EXPENSE REPORT

AS OF: DECEMBER 31ST, 2019

39 -SANITATION/RECYCLING 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	594,200.00	49,084.32	0.00	610,819.39	0.00 (16,619.39)	102.80
OTHER REVENUE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
INVESTMENT REVENUE	<u>1,500.00</u>	<u>11.00</u>	<u>0.00</u>	<u>6,878.00</u>	<u>0.00 (</u>	<u>5,378.00)</u>	<u>458.53</u>
*** TOTAL REVENUES ***	<u>595,700.00</u>	<u>49,095.32</u>	<u>0.00</u>	<u>617,697.39</u>	<u>0.00 (</u>	<u>21,997.39)</u>	<u>103.69</u>
<u>EXPENDITURE SUMMARY</u>							
ADMINISTRATION	356,580.00	166,574.81	0.00	332,140.82	0.00	24,439.18	93.15
SANITATION DEPARTMENT	<u>302,590.00</u>	<u>29,856.62</u>	<u>0.00</u>	<u>261,657.43</u>	<u>70.00</u>	<u>40,862.57</u>	<u>86.50</u>
*** TOTAL EXPENDITURES ***	<u>659,170.00</u>	<u>196,431.43</u>	<u>0.00</u>	<u>593,798.25</u>	<u>70.00</u>	<u>65,301.75</u>	<u>90.09</u>
** REVENUE OVER (UNDER) EXPENDITURES *	<u>(63,470.00)</u>	<u>(147,336.11)</u>	<u>0.00</u>	<u>23,899.14</u>	<u>(70.00)</u>	<u>(87,299.14)</u>	<u>137.54</u>

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>268,703.43</u>	<u>548.88</u>	<u>634,350.75</u>	<u>1,668.24</u>	<u>131,890.89</u>	<u>82.81</u>
*** TOTAL EXPENDITURES ***	<u>767,361.00</u>	<u>268,703.43</u>	<u>548.88</u>	<u>634,350.75</u>	<u>1,668.24</u>	<u>131,890.89</u>	<u>82.81</u>
** REVENUE OVER (UNDER) EXPENDITURES *	<u>(11,361.00)</u>	<u>(187,759.97)</u>	<u>548.88</u>	<u>301,430.37</u>	<u>(1,668.24)</u>	<u>(311,672.01)</u>	<u>743.35</u>



City Council Agenda Form

Meeting Date: February 18, 2020
Agenda Item Title: Ordinance Authorizing Sale/Issuance of Bonds and Related Actions
Department: Finance

Agenda Item Description: Ordinance Authorizing Sale/Issuance of Bonds and Related Actions

Background: In August 2019 the Series 2011 Bonds became callable. With interest rates lower than in 2011 now is a perfect time to refund the bonds to save money. The attached ordinance authorizes the sale and issuance of the new bonds.

City Attorney Review/ Comment: 02/13/20

Funding Source: N/A

Options:

1. Approve the Ordinance authorizing the sale/issuance of Bonds and related actions.
2. Do nothing
3. Give City staff another direction

Staff Recommendation: Approve the Ordinance authorizing the sale/issuance of Bonds and related actions.

Attachment(s): Ordinance

ORDINANCE NO. []

OF

THE CITY OF RUSSELL, KANSAS

PASSED

FEBRUARY 18, 2020

**GENERAL OBLIGATION REFUNDING BONDS
SERIES 2020-A**

ORDINANCE NO. [____]

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020-A, OF THE CITY OF RUSSELL, KANSAS, FOR THE PURPOSE OF PROVIDING FUNDS TO REFUND A PORTION OF THE CITY'S OUTSTANDING GENERAL OBLIGATION BONDS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS AS THEY BECOME DUE; AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH; AND MAKING CERTAIN COVENANTS WITH RESPECT THERETO.

WHEREAS, the City of Russell, Kansas (the "City") is a city of the second class, duly created, organized and existing under the Constitution and laws of the State; and

WHEREAS, the City heretofore issued and has outstanding the Refunded Bonds and is authorized by K.S.A. 10-427 *et seq.* to issue general obligation refunding bonds of the City for the purpose of refunding the Refunded Bonds; and

WHEREAS, in order to achieve interest cost savings through early redemption of the Refunded Bonds and provide an orderly plan of finance for the City, it has become desirable and in the best interest of the City and its inhabitants to refund the Refunded Bonds; and

WHEREAS, the Governing Body has advertised the sale of the Bonds in accordance with the law and at a meeting held in the City on this date awarded the sale of such Bonds to the best bidder.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF RUSSELL, KANSAS, AS FOLLOWS:

Section 1. Definitions of Words and Terms. In addition to words and terms defined elsewhere herein, the following words and terms in this Ordinance shall have the meanings hereinafter set forth. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

"Act" means the Constitution and statutes of the State including K.S.A. 10-101 to 10-125, inclusive, K.S.A. 10-620 *et seq.*, and K.S.A. 10-427 *et seq.*, all as amended and supplemented from time to time.

"Bond and Interest Fund" means the Bond and Interest Fund of the City for its general obligation bonds.

"Bond Resolution" means the resolution to be adopted by the Governing Body prescribing the terms and details of the Bonds and making covenants with respect thereto.

“**Bonds**” means the City's General Obligation Refunding Bonds, Series 2020-A, dated March 10, 2020, authorized by this Ordinance.

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

“**Clerk**” means the duly appointed and acting Clerk of the City or, in the Clerk's absence, the duly appointed Deputy, Assistant or Acting Clerk.

“**Governing Body**” means the City Council of the City.

“**Mayor**” means the duly elected and acting Mayor of the City or, in the Mayor's absence, the duly appointed and/or elected Vice Mayor or Acting Mayor of the City.

“**Ordinance**” means this Ordinance authorizing the issuance of the Bonds.

“**Refunded Bonds**” means the Series 2011 Bonds maturing in the years 2020 to 2027, inclusive, in the aggregate principal amount of \$2,550,000.

“**Series 2011 Bonds**” means the City's General Obligation Bonds, Series 2011, dated December 15, 2011.

“**State**” means the State of Kansas.

Section 2. Authorization of the Bonds. There shall be issued and hereby are authorized and directed to be issued the General Obligation Refunding Bonds, Series 2020-A, of the City in the principal amount of \$2,601,000, for the purpose of providing funds to: (a) refund the Refunded Bonds; and (b) pay costs of issuance of the Bonds.

Section 3. Security for the Bonds. The Bonds shall be general obligations of the City payable as to both principal and interest from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City. The full faith, credit and resources of the City are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due.

Section 4. Terms, Details and Conditions of the Bonds. The Bonds shall be dated and bear interest, shall mature and be payable at such times, shall be in such forms, shall be subject to redemption and payment prior to the maturity thereof, and shall be issued and delivered in the manner prescribed and subject to the provisions, covenants and agreements set forth in the Bond Resolution hereafter adopted by the Governing Body.

Section 5. Levy and Collection of Annual Tax. The Governing Body shall annually make provision for the payment of principal of, premium, if any, and interest on the Bonds as the same become due by levying and collecting the necessary taxes upon all of the taxable tangible property within the City in the manner provided by law.

The taxes above referred to shall be extended upon the tax rolls in each of the several years, respectively, and shall be levied and collected at the same time and in the same manner as the general ad valorem taxes of the City are levied and collected, shall be used solely for the payment of the principal of and interest on the Bonds as and when the same become due and the fees and expenses of the paying agent for the Bonds. The proceeds derived from said taxes shall be deposited in the Bond and Interest Fund.

If at any time said taxes are not collected in time to pay the principal of or interest on the Bonds when due, the City Treasurer is hereby authorized and directed to pay said principal or interest out of the general funds of the City and to reimburse said general funds for money so expended when said taxes are collected.

Section 6. Further Authority. The Mayor, Clerk and other City officials are hereby further authorized and directed to execute any and all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of the Ordinance, and to make alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 7. Governing Law. This Ordinance and the Bonds shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 8. Effective Date. This Ordinance shall take effect and be in full force from and after its passage by the Governing Body, approval by the Mayor and publication of the Ordinance or a summary thereof in the official City newspaper.

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PASSED by the Governing Body on February 18, 2020 and **APPROVED AND SIGNED** by the Mayor.

(SEAL)

Mayor

ATTEST:

Clerk

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CERTIFICATE

I hereby certify that the foregoing is a true and correct copy of the original ordinance; that said Ordinance was passed on February 18, 2020; that the record of the final vote on its passage is found on page ____ of journal ____; and that the Ordinance or a summary thereof was published in the *Russell County News* on February 27, 2020.

DATED: February 18, 2020.

Clerk

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(PUBLISHED IN THE *RUSSELL COUNTY NEWS* ON FEBRUARY 27, 2020)

SUMMARY OF ORDINANCE NO. ____

On February 18, 2020, the governing body of the City of Russell, Kansas passed an ordinance entitled:

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020-A, OF THE CITY OF RUSSELL, KANSAS, FOR THE PURPOSE OF PROVIDING FUNDS TO REFUND A PORTION OF THE CITY'S OUTSTANDING GENERAL OBLIGATION BONDS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS AS THEY BECOME DUE; AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH; AND MAKING CERTAIN COVENANTS WITH RESPECT THERETO.

The Series 2020-A Bonds approved by the Ordinance are being issued in the principal amount of \$2,601,000, to refund previously issued general obligation bonds of the City, and constitute general obligations of the City payable as to both principal and interest, to the extent necessary, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the City. A complete text of the Ordinance may be obtained or viewed free of charge at the office of the City Clerk, 133 W. 8th St., Russell, Kansas 67665. A reproduction of the Ordinance is available for not less than 7 days following the publication date of this Summary at www.russellcity.org.

This Summary is hereby certified to be legally accurate and sufficient pursuant to the laws of the State of Kansas.

DATED: February 18, 2020.

City Attorney

**EXHIBIT A
 BID TABULATION**

**CITY OF RUSSELL, KANSAS
 GENERAL OBLIGATION REFUNDING BONDS**

Dated: March 10, 2020
 Series 2020-A

Sale Date: January 29, 2020
 12:00 P.M., Central Time
 Max Interest Rate: []%

BIDDERS

	Wilson State Bank Wilson, Kansas	Commerce Bank Kansas City, MO	Pinnacle Public Finance Scottsdale, AZ	Capital One Public Funding Melville, NY	Signature Public Funding Corp. New York, NY
INTEREST RATES:					
2020	1.50%	1.85%	2.10%	2.18%	2.334%
2021	1.55%	1.85%	2.10%	2.18%	2.334%
2022	1.60%	1.85%	2.10%	2.18%	2.334%
2023	1.65%	1.85%	2.10%	2.18%	2.334%
2024	1.70%	1.85%	2.10%	2.18%	2.334%
2025	1.75%	1.85%	2.10%	2.18%	2.334%
2026	1.80%	1.85%	2.10%	2.18%	2.334%
2027	1.85%	1.85%	2.10%	2.18%	2.334%
TOTAL INTEREST COST:	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
PREMIUM:	\$(_____)	\$(_____)	\$(_____)	\$(_____)	\$(_____)
[DISCOUNT:]	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
NET INTEREST COST:	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
TRUE INTEREST COST:	_____ %	_____ %	_____ %	_____ %	_____ %

EXHIBIT B
(BID OF PURCHASER)



City Council Agenda Form

Meeting Date: February 18, 2020

Agenda Item Title: Resolution Providing Terms and Details of Bonds and for Related Actions

Department: Finance

Agenda Item Description: Resolution Providing Terms and Details of Bonds and for Related Actions

Background: In August 2019 the Series 2011 Bonds became callable. With interest rates lower than in 2011 now is a perfect time to refund the bonds to save money. The attached Resolution provides terms and details of the bond issue.

City Attorney Review/ Comment: 02/13/20

Funding Source: N/A

Options:

1. Approve the Resolution Providing terms and details of Bonds and for related actions
2. Do nothing
3. Give City staff another direction

Staff Recommendation: Approve the Resolution Providing terms and details of Bonds and for related actions

Attachment(s): Resolution/Placement Agreement

RESOLUTION NO. [____]

OF

THE CITY OF RUSSELL, KANSAS

ADOPTED

FEBRUARY 18, 2020

**GENERAL OBLIGATION REFUNDING BONDS
SERIES 2020-A**

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RESOLUTION NO. [____]

A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING AND DIRECTING THE SALE AND DELIVERY OF GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020-A, OF THE CITY OF RUSSELL, KANSAS, PREVIOUSLY AUTHORIZED BY ORDINANCE NO. [____] OF THE ISSUER; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.

WHEREAS, the Issuer has heretofore passed the Ordinance authorizing the issuance of the Bonds;
and

WHEREAS, the Ordinance authorized the Governing Body of the Issuer (the "Governing Body") to adopt a resolution prescribing certain details and conditions and to make certain covenants with respect to the issuance of the Bonds.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF RUSSELL, KANSAS, AS FOLLOWS:

ARTICLE I

DEFINITIONS

Section 101. Definitions of Words and Terms. In addition to words and terms defined elsewhere herein, the following words and terms as used in this Bond Resolution shall have the meanings hereinafter set forth. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

"Act" means the Constitution and statutes of the State including K.S.A. 10-101 to 10-125, inclusive, K.S.A. 10-620 *et seq.*, and K.S.A. 10-427 *et seq.*, all as amended and supplemented from time to time.

"Authorized Denomination" means \$5,000 or any integral multiples thereof, except one Bond in denomination of \$1,000 (or such amount added to \$5,000 or an integral multiple thereof)..

"Beneficial Owner" of the Bonds includes any Owner of the Bonds and any other Person who, directly or indirectly has the investment power with respect to such Bonds.

"Bond and Interest Fund" means the Bond and Interest Fund of the Issuer for its general obligation bonds.

"Bond Counsel" means the firm of Gilmore & Bell, P.C., or any other attorney or firm of attorneys whose expertise in matters relating to the issuance of obligations by states and their political subdivisions is nationally recognized and acceptable to the Issuer.

“Bond Payment Date” means any date on which principal of or interest on any Bond is payable.

“Bond Purchase Agreement” means the Bond Purchase Agreement dated as of xxx, between the Issuer and the Purchaser.

“Bond Register” means the books for the registration, transfer and exchange of Bonds kept at the office of the Bond Registrar.

“Bond Registrar” means the State Treasurer, Topeka, Kansas and any successors and assigns.

“Bond Resolution” means this resolution relating to the Bonds.

“Bonds” or **“Bond”** means the General Obligation Refunding Bonds, Series 2020-A, authorized and issued by the Issuer pursuant to the Ordinance and this Bond Resolution.

“Business Day” means a day other than a Saturday, Sunday or any day designated as a holiday by the Congress of the United States or by the Legislature of the State and on which the Paying Agent is scheduled in the normal course of its operations to be open to the public for conduct of its operations.

“Cede & Co.” means Cede & Co., as nominee of DTC and any successor nominee of DTC.

“City” means the City of Russell, Kansas.

“Clerk” means the duly appointed and/or elected Clerk or, in the Clerk's absence, the duly appointed Deputy Clerk or Acting Clerk of the Issuer.

“Code” means the Internal Revenue Code of 1986, as amended, and the applicable regulations promulgated thereunder by the United States Department of the Treasury.

“Costs of Issuance” means all costs of issuing the Bonds, including but not limited to all publication, printing, signing and mailing expenses in connection therewith, registration fees, financial advisory fees, all legal fees and expenses of Bond Counsel and other legal counsel, expenses incurred in connection with compliance with the Code, all expenses incurred in connection with receiving ratings on the Bonds, and any premiums or expenses incurred in obtaining municipal bond insurance on the Bonds.

“Costs of Issuance Account” means the Costs of Issuance Account for General Obligation Refunding Bonds, Series 2020-A created pursuant to *Section 501* hereof.

“Dated Date” means March 10, 2020.

“Debt Service Account” means the Debt Service Account for General Obligation Refunding Bonds, Series 2020-A created within the Bond and Interest Fund pursuant to *Section 501* hereof.

“Debt Service Requirements” means the aggregate principal payments (whether at maturity or pursuant to scheduled mandatory sinking fund redemption requirements) and interest payments on the Bonds for the period of time for which calculated; provided, however, that for purposes of calculating such amount, principal and interest shall be excluded from the determination of Debt Service Requirements to the extent that such principal or interest is payable from amounts deposited in trust, escrowed or otherwise set aside for the payment thereof with the Paying Agent or other commercial bank or trust company located in the State and having full trust powers.

“Defaulted Interest” means interest on any Bond which is payable but not paid on any Interest Payment Date.

“Defeasance Obligations” means any of the following obligations:

(a) United States Government Obligations that are not subject to redemption in advance of their maturity dates; or

(b) obligations of any state or political subdivision of any state, the interest on which is excluded from gross income for federal income tax purposes and which meet the following conditions:

(1) the obligations are (i) not subject to redemption prior to maturity or (ii) the trustee for such obligations has been given irrevocable instructions concerning their calling and redemption and the issuer of such obligations has covenanted not to redeem such obligations other than as set forth in such instructions;

(2) the obligations are secured by cash or United States Government Obligations that may be applied only to principal of, premium, if any, and interest payments on such obligations;

(3) such cash and the principal of and interest on such United States Government Obligations (plus any cash in the escrow fund) are sufficient to meet the liabilities of the obligations;

(4) such cash and United States Government Obligations serving as security for the obligations are held in an escrow fund by an escrow agent or a trustee irrevocably in trust;

(5) such cash and United States Government Obligations are not available to satisfy any other claims, including those against the trustee or escrow agent; and

(6) such obligations are rated in a rating category by Moody's or Standard & Poor's that is no lower than the rating category then assigned by that Rating Agency to United States Government Obligations.

“Derivative” means any investment instrument whose market price is derived from the fluctuating value of an underlying asset, index, currency, futures contract, including futures, options and collateralized mortgage obligations.

“DTC” means The Depository Trust Company, a limited-purpose trust company organized under the laws of the State of New York, and its successors and assigns, including any successor securities depository duly appointed.

“DTC Representation Letter” means the Blanket Letter of Representation from the Issuer and the Paying Agent to DTC which provides for a book-entry system, or any agreement between the Issuer and Paying Agent and a successor securities depository duly appointed.

“Event of Default” means each of the following occurrences or events:

(a) Payment of the principal and of the redemption premium, if any, of any of the Bonds shall not be made when the same shall become due and payable, either at Stated Maturity or by proceedings for redemption or otherwise;

(b) Payment of any installment of interest on any of the Bonds shall not be made when the same shall become due; or

(c) The Issuer shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Bonds or in this Bond Resolution on the part of the Issuer to be performed, and such default shall continue for thirty (30) days after written notice specifying such default and requiring same to be remedied shall have been given to the Issuer by the Owner of any of the Bonds then Outstanding.

“Federal Tax Certificate” means the Issuer's Federal Tax Certificate dated as of the Issue Date, as the same may be amended or supplemented in accordance with the provisions thereof.

“Fiscal Year” means the twelve month period ending on December 31.

“Fitch” means Fitch Ratings, a corporation organized and existing under the laws of the State of New York, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, “Fitch” shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer.

“Funds and Accounts” means funds and accounts created pursuant to or referred to in *Section 501* hereof.

“Governing Body” means the Governing Body of the Issuer.

“Independent Accountant” means an independent certified public accountant or firm of independent certified public accountants at the time employed by the Issuer for the purpose of carrying out the duties imposed on the Independent Accountant by this Bond Resolution.

“Interest Payment Date(s)” means the Stated Maturity of an installment of interest on any Bond which shall be February 1 and August 1 of each year, commencing August 1, 2020.

“Issue Date” means the date when the Issuer delivers the Bonds to the Purchaser in exchange for the Purchase Price.

“Issuer” means the City and any successors or assigns.

“Kroll” means Kroll Bond Rating Agency, Inc., a corporation organized and existing under the laws of the State of Delaware, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, “Kroll” shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer.

“Maturity” when used with respect to any Bond means the date on which the principal of such Bond becomes due and payable as therein and herein provided, whether at the Stated Maturity thereof or call for redemption or otherwise.

“Mayor” means the duly elected and acting Mayor, or in the Mayor's absence, the duly appointed and/or elected Vice Mayor or Acting Mayor of the Issuer.

“Moody's” means Moody's Investors Service, a corporation organized and existing under the laws of the State of Delaware, and its successors and assigns, and, if such corporation shall be dissolved or

liquidated or shall no longer perform the functions of a securities rating agency, "Moody's" shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer.

"Notice Address" means with respect to the following entities:

(a) To the Issuer at:

133 W. 8th St.
Russell, Kansas 67665-1916
Fax: (785) 483-4397

(b) To the Paying Agent at:

State Treasurer of the State of Kansas
Landon Office Building
900 Southwest Jackson, Suite 201
Topeka, Kansas 66612-1235
Fax: (785) 296-6976

(c) To the Purchaser:

Wilson State Bank
422 26th Street, P.O. Box 129
Wilson, Kansas 67490
Fax: (785) 658-2615

or such other address as is furnished in writing to the other parties referenced herein.

"Notice Representative" means:

- (a) With respect to the Issuer, the Clerk.
- (b) With respect to the Bond Registrar and Paying Agent, the Director of Bond Services.
- (c) With respect to any Purchaser, the manager of its Municipal Bond Department.
- (d) With respect to any Rating Agency, any Vice President thereof.

"Ordinance" means Ordinance No. [_____] of the Issuer authorizing the issuance of the Bonds, as amended from time to time.

"Outstanding" means, when used with reference to the Bonds, as of a particular date of determination, all Bonds theretofore authenticated and delivered, except the following Bonds:

- (a) Bonds theretofore canceled by the Paying Agent or delivered to the Paying Agent for cancellation;
- (b) Bonds deemed to be paid in accordance with the provisions of *Article VII* hereof; and
- (c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered hereunder.

“Owner” when used with respect to any Bond means the Person in whose name such Bond is registered on the Bond Register. Whenever consent of the Owners is required pursuant to the terms of this Bond Resolution, and the Owner of the Bonds, as set forth on the Bond Register, is Cede & Co., the term Owner shall be deemed to be the Beneficial Owner of the Bonds.

“Paying Agent” means the State Treasurer, Topeka, Kansas and any successors and assigns.

“Permitted Investments” shall mean the investments hereinafter described, provided, however, no moneys or funds shall be invested in a Derivative: (a) investments authorized by K.S.A. 12-1675 and amendments thereto; (b) the municipal investment pool established pursuant to K.S.A. 12-1677a, and amendments thereto; (c) direct obligations of the United States Government or any agency thereof; (d) the Issuer's temporary notes issued pursuant to K.S.A. 10-123 and amendments thereto; (e) interest-bearing time deposits in commercial banks or trust companies located in the county or counties in which the Issuer is located which are insured by the Federal Deposit Insurance Corporation or collateralized by securities described in (c); (f) obligations of the federal national mortgage association, federal home loan banks, federal home loan mortgage corporation or government national mortgage association; (g) repurchase agreements for securities described in (c) or (f); (h) investment agreements or other obligations of a financial institution the obligations of which at the time of investment are rated in either of the three highest rating categories by Moody's or Standard & Poor's; (i) investments and shares or units of a money market fund or trust, the portfolio of which is comprised entirely of securities described in (c) or (f); (j) receipts evidencing ownership interests in securities or portions thereof described in (c) or (f); (k) municipal bonds or other obligations issued by any municipality of the State as defined in K.S.A. 10-1101 which are general obligations of the municipality issuing the same; or (l) bonds of any municipality of the State as defined in K.S.A. 10-1101 which have been refunded in advance of their maturity and are fully secured as to payment of principal and interest thereon by deposit in trust, under escrow agreement with a bank, of securities described in (c) or (f), all as may be further restricted or modified by amendments to applicable State law.

“Person” means any natural person, corporation, partnership, joint venture, association, firm, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof or other public body.

“Purchase Price” means the amount set forth in the Bond Purchase Agreement.

“Purchaser” means Wilson State Bank, Wilson, Kansas, the original purchaser of the Bonds, and any successor and assigns.

“Rating Agency” means any company, agency or entity that provides, pursuant to request of the Issuer, financial ratings for the Bonds.

“Record Dates” for the interest payable on any Interest Payment Date means the fifteenth day (whether or not a Business Day) of the calendar month next preceding such Interest Payment Date.

“Redemption Date” means, when used with respect to any Bond to be redeemed, the date fixed for the redemption of such Bond pursuant to the terms of this Bond Resolution.

“Redemption Fund” means the Redemption Fund for Refunded Bonds created pursuant to *Section 501* hereof.

“Redemption Price” means, when used with respect to any Bond to be redeemed, the price at which such Bond is to be redeemed pursuant to the terms of this Bond Resolution, including the applicable

redemption premium, if any, but excluding installments of interest whose Stated Maturity is on or before the Redemption Date.

“Refunded Bonds” means the Series 2011 Bonds maturing in the years 2020 to 2027, inclusive, in the aggregate principal amount of \$2,550,000.

“Refunded Bonds Paying Agent” means the paying agent for the Refunded Bonds as designated in the Refunded Bonds Resolution, and any successor or successors at the time acting as paying agent of the Refunded Bonds.

“Refunded Bonds Redemption Date” means March 11, 2020.

“Refunded Bonds Resolution” means the ordinance and resolution which authorized the Refunded Bonds.

“SEC Rule” means Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934.

“Series 2011 Bonds” means the Issuer's General Obligation Bonds, Series 2011, dated December 15, 2011.

“Special Record Date” means the date fixed by the Paying Agent pursuant to *Article II* hereof for the payment of Defaulted Interest.

“Standard & Poor's” or “S&P” means S&P Global Ratings, a division of S&P Global Inc., a corporation organized and existing under the laws of the State of New York, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, Standard & Poor's shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer.

“State” means the state of Kansas.

“State Treasurer” means the duly elected Treasurer or, in the Treasurer's absence, the duly appointed Deputy Treasurer or acting Treasurer of the State.

“Stated Maturity” when used with respect to any Bond or any installment of interest thereon means the date specified in such Bond and this Bond Resolution as the fixed date on which the principal of such Bond or such installment of interest is due and payable.

“Treasurer” means the duly appointed and/or elected Treasurer of the Issuer or, in the Treasurer's absence, the duly appointed Deputy Treasurer or acting Treasurer of the Issuer.

“United States Government Obligations” means bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed as to full and timely payment by, the United States of America, including evidences of a direct ownership interest in future interest or principal payment on obligations issued by the United States of America (including the interest component of obligations of the Resolution Funding Corporation), or securities which represent an undivided interest in such obligations, which obligations are rated in the highest rating category by a nationally recognized rating service and such obligations are held in a custodial account for the benefit of the Issuer.

ARTICLE II

AUTHORIZATION AND DETAILS OF THE BONDS

Section 201. Authorization of the Bonds. The Bonds have been heretofore authorized and directed to be issued pursuant to the Ordinance in the principal amount of \$2,601,000, for the purpose of providing funds to: (a) refund the Refunded Bonds; and (b) pay Costs of Issuance.

Section 202. Description of the Bonds. The Bonds shall consist of fully registered bonds in an Authorized Denomination, and shall be numbered in such manner as the Bond Registrar shall determine. All of the Bonds shall be dated as of the Dated Date, shall become due in the amounts, on the Stated Maturities, subject to redemption and payment prior to their Stated Maturities as provided in *Article III* hereof, and shall bear interest at the rates per annum as follows:

SERIAL BONDS

Stated Maturity	Principal	Annual Rate
<u>August 1</u>	<u>Amount</u>	<u>of Interest</u>
2020	\$331,000	1.500%
2021	340,000	1.550%
2022	345,000	1.600%
2023	350,000	1.650%
2024	355,000	1.700%
2025	365,000	1.750%
2026	370,000	1.800%
2027	145,000	1.850%

The Bonds shall bear interest at the above specified rates (computed on the basis of a 360-day year of twelve 30-day months) from the later of the Dated Date or the most recent Interest Payment Date to which interest has been paid on the Interest Payment Dates in the manner set forth in *Section 204* hereof.

Each of the Bonds, as originally issued or issued upon transfer, exchange or substitution, shall be printed in accordance with the format required by the Attorney General of the State and shall be substantially in the form attached hereto as *EXHIBIT A* or as may be required by the Attorney General pursuant to the Notice of Systems of Registration for Kansas Municipal Bonds, 2 Kan. Reg. 921 (1983), in accordance with the Kansas Bond Registration Law, K.S.A. 10-620 *et seq.*

Section 203. Designation of Paying Agent and Bond Registrar. The State Treasurer, Topeka, Kansas, is hereby designated as the Paying Agent for the payment of principal of and interest on the Bonds and Bond Registrar with respect to the registration, transfer and exchange of Bonds. The Mayor of the Issuer is hereby authorized and empowered to execute on behalf of the Issuer an agreement with the Bond Registrar and Paying Agent for the Bonds.

The Issuer will at all times maintain a Paying Agent and Bond Registrar meeting the qualifications herein described for the performance of the duties hereunder. The Issuer reserves the right to appoint a successor Paying Agent or Bond Registrar by (a) filing with the Paying Agent or Bond Registrar then performing such function a certified copy of the proceedings giving notice of the termination of such Paying Agent or Bond Registrar and appointing a successor, and (b) causing notice of appointment of the successor Paying Agent and Bond Registrar to be given by first class mail to each Owner. No resignation or removal

of the Paying Agent or Bond Registrar shall become effective until a successor has been appointed and has accepted the duties of Paying Agent or Bond Registrar.

Every Paying Agent or Bond Registrar appointed hereunder shall at all times meet the requirements of K.S.A. 10-501 *et seq.* and K.S.A. 10-620 *et seq.*, respectively.

Section 204. Method and Place of Payment of the Bonds. The principal of, or Redemption Price, and interest on the Bonds shall be payable in any coin or currency which, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

The principal or Redemption Price of each Bond shall be paid at Maturity to the Person in whose name such Bond is registered on the Bond Register at the Maturity thereof, upon presentation and surrender of such Bond at the principal office of the Paying Agent.

The interest payable on each Bond on any Interest Payment Date shall be paid to the Owner of such Bond as shown on the Bond Register at the close of business on the Record Date for such interest (a) by check or draft mailed by the Paying Agent to the address of such Owner shown on the Bond Register or at such other address as is furnished to the Paying Agent in writing by such Owner; or (b) in the case of an interest payment to any Owner of \$500,000 or more in aggregate principal amount of Bonds, by electronic transfer to such Owner upon written notice given to the Bond Registrar by such Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank ABA routing number and account number to which such Owner wishes to have such transfer directed.

Notwithstanding the foregoing provisions of this Section, any Defaulted Interest with respect to any Bond shall cease to be payable to the Owner of such Bond on the relevant Record Date and shall be payable to the Owner in whose name such Bond is registered at the close of business on the Special Record Date for the payment of such Defaulted Interest, which Special Record Date shall be fixed as hereinafter specified in this paragraph. The Issuer shall notify the Paying Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment (which date shall be at least 30 days after receipt of such notice by the Paying Agent) and shall deposit with the Paying Agent at the time of such notice an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment. Following receipt of such funds the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment. The Paying Agent shall promptly notify the Issuer of such Special Record Date and, in the name and at the expense of the Issuer, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefore to be mailed, by first class mail, postage prepaid, to each Owner of a Bond entitled to such notice at the address of such Owner as it appears on the Bond Register not less than 10 days prior to such Special Record Date.

The Paying Agent shall keep a record of payment of principal and Redemption Price of and interest on all Bonds and at least annually shall forward a copy or summary of such records to the Issuer.

Section 205. Payments Due on Saturdays, Sundays and Holidays. In any case where a Bond Payment Date is not a Business Day, then payment of principal, Redemption Price or interest need not be made on such Bond Payment Date but may be made on the next succeeding Business Day with the same force and effect as if made on such Bond Payment Date, and no interest shall accrue for the period after such Bond Payment Date.

Section 206. Registration, Transfer and Exchange of Bonds. The Issuer covenants that, as long as any of the Bonds remain Outstanding, it will cause the Bond Register to be kept at the office of the

Bond Registrar as herein provided. Each Bond when issued shall be registered in the name of the Owner thereof on the Bond Register.

Bonds may be transferred and exchanged only on the Bond Register as provided in this Section. An Owner shall only have the authority to transfer and exchange Bonds in an aggregate principal amount of \$100,000 or more unless such transfer and exchange is made through a primary offering (as defined in the SEC Rule). Upon surrender of any Bond at the principal office of the Bond Registrar, the Bond Registrar shall transfer or exchange such Bond for a new Bond or Bonds in any Authorized Denomination of the same Stated Maturity and in the same aggregate principal amount as the Bond that was presented for transfer or exchange.

Bonds presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Bond Registrar, duly executed by the Owner thereof or by the Owner's duly authorized agent.

In all cases in which the privilege of transferring or exchanging Bonds is exercised, the Bond Registrar shall authenticate and deliver Bonds in accordance with the provisions of this Bond Resolution. The Issuer shall pay the fees and expenses of the Bond Registrar for the registration, transfer and exchange of Bonds provided for by this Bond Resolution and the cost of printing a reasonable supply of registered bond blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Bond Registrar, are the responsibility of the Owners of the Bonds. In the event any Owner fails to provide a correct taxpayer identification number to the Paying Agent, the Paying Agent may make a charge against such Owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Code § 3406, such amount may be deducted by the Paying Agent from amounts otherwise payable to such Owner hereunder or under the Bonds.

The Issuer and the Bond Registrar shall not be required (a) to register the transfer or exchange of any Bond that has been called for redemption after notice of such redemption has been mailed by the Paying Agent pursuant to *Article III* hereof and during the period of 15 days next preceding the date of mailing of such notice of redemption; or (b) to register the transfer or exchange of any Bond during a period beginning at the opening of business on the day after receiving written notice from the Issuer of its intent to pay Defaulted Interest and ending at the close of business on the date fixed for the payment of Defaulted Interest pursuant to this *Article II*.

The Issuer and the Paying Agent may deem and treat the Person in whose name any Bond is registered on the Bond Register as the absolute Owner of such Bond, whether such Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price of and interest on said Bond and for all other purposes. All payments so made to any such Owner or upon the Owner's order shall be valid and effective to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the Issuer nor the Paying Agent shall be affected by any notice to the contrary.

At reasonable times and under reasonable regulations established by the Bond Registrar, the Bond Register may be inspected and copied by the Owners (or a designated representative thereof) of 10% or more in principal amount of the Bonds then Outstanding or any designated representative of such Owners whose authority is evidenced to the satisfaction of the Bond Registrar.

Section 207. Execution, Registration, Authentication and Delivery of Bonds. Each of the Bonds, including any Bonds issued in exchange or as substitutions for the Bonds initially delivered, shall be executed for and on behalf of the Issuer by the manual or facsimile signature of the Mayor, attested by the manual or facsimile signature of the Clerk, and the seal of the Issuer shall be affixed thereto or imprinted

thereon. The Mayor and Clerk are hereby authorized and directed to prepare and execute the Bonds in the manner herein specified, and to cause the Bonds to be registered in the office of the Clerk, which registration shall be evidenced by the manual or facsimile signature of the Clerk with the seal of the Issuer affixed thereto or imprinted thereon. The Bonds shall also be registered in the office of the State Treasurer, which registration shall be evidenced by the manual or facsimile signature of the State Treasurer with the seal of the State Treasurer affixed thereto or imprinted thereon. In case any officer whose signature appears on any Bonds ceases to be such officer before the delivery of such Bonds, such signature shall nevertheless be valid and sufficient for all purposes, as if such person had remained in office until delivery. Any Bond may be signed by such persons who at the actual time of the execution of such Bond are the proper officers to sign such Bond although at the date of such Bond such persons may not have been such officers.

The Mayor and Clerk are hereby authorized and directed to prepare and execute the Bonds as herein specified, and when duly executed, to deliver the Bonds to the Bond Registrar for authentication.

The Bonds shall have endorsed thereon a certificate of authentication substantially in the form attached hereto as *EXHIBIT A* hereof, which shall be manually executed by an authorized officer or employee of the Bond Registrar, but it shall not be necessary that the same officer or employee sign the certificate of authentication on all of the Bonds that may be issued hereunder at any one time. No Bond shall be entitled to any security or benefit under this Bond Resolution or be valid or obligatory for any purpose unless and until such certificate of authentication has been duly executed by the Bond Registrar. Such executed certificate of authentication upon any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Bond Resolution. Upon authentication, the Bond Registrar shall deliver the Bonds to the Purchaser upon instructions of the Issuer or its representative.

Section 208. Mutilated, Lost, Stolen or Destroyed Bonds. If (a) any mutilated Bond is surrendered to the Bond Registrar or the Bond Registrar receives evidence to its satisfaction of the destruction, loss or theft of any Bond, and (b) there is delivered to the Issuer and the Bond Registrar such security or indemnity as may be required by each of them, then, in the absence of notice to the Issuer or the Bond Registrar that such Bond has been acquired by a bona fide purchaser, the Issuer shall execute and, upon the Issuer's request, the Bond Registrar shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Bond, a new Bond of the same Stated Maturity and of like tenor and principal amount.

If any such mutilated, destroyed, lost or stolen Bond has become or is about to become due and payable, the Issuer, in its discretion, may pay such Bond instead of issuing a new Bond.

Upon the issuance of any new Bond under this Section, the Issuer and the Paying Agent may require the payment by the Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) connected therewith.

Every new Bond issued pursuant to this Section shall constitute a replacement of the prior obligation of the Issuer, and shall be entitled to all the benefits of this Bond Resolution equally and ratably with all other Outstanding Bonds.

Section 209. Cancellation and Destruction of Bonds Upon Payment. All Bonds that have been paid or redeemed or that otherwise have been surrendered to the Paying Agent, either at or before Maturity, shall be cancelled by the Paying Agent immediately upon the payment, redemption and surrender thereof to the Paying Agent and subsequently destroyed in accordance with the customary practices of the Paying Agent. The Paying Agent shall execute a certificate in duplicate describing the Bonds so cancelled and destroyed and shall file an executed counterpart of such certificate with the Issuer.

Section 210. Nonpresentment of Bonds. If any Bond is not presented for payment when the principal thereof becomes due at Maturity, if funds sufficient to pay such Bond have been made available to the Paying Agent all liability of the Issuer to the Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the Owner of such Bond, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Bond Resolution or on, or with respect to, said Bond. If any Bond is not presented for payment within four (4) years following the date when such Bond becomes due at Maturity, the Paying Agent shall repay, without liability for interest thereon, to the Issuer the funds theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Issuer, and the Owner thereof shall be entitled to look only to the Issuer for payment, and then only to the extent of the amount so repaid to it by the Paying Agent, and the Issuer shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

Section 211. Sale of the Bonds – Bond Purchase Agreement. The Mayor is hereby authorized to enter into the Bond Purchase Agreement between the Issuer and the Purchaser in substantially the form submitted to the Governing Body concurrently with the adoption of this Resolution, with such changes therein as shall be approved by the Mayor, such officer's signature thereon being conclusive evidence of the approval thereof. Pursuant to the Bond Purchase Agreement, the Issuer agrees to sell the Bonds to the Purchaser for the Purchase Price, upon the terms and conditions set forth therein.

Section 212. Placement Agent. The Mayor and Clerk are hereby authorized and directed to execute the Placement Agent Agreement related to services provided by the Stifel Nicolaus & Company, Incorporated, in substantially the form presented with this Resolution.

ARTICLE III

REDEMPTION OF BONDS

Section 301. Redemption by Issuer.

Optional Redemption. At the option of the Issuer, Bonds maturing on August 1 in the years 2026, and thereafter, will be subject to redemption and payment prior to their Stated Maturity on August 1, 2025, and thereafter, as a whole or in part (selection of maturities and the amount of Bonds of each maturity to be redeemed to be determined by the Issuer in such equitable manner as it may determine) at any time, at the Redemption Price of 100% (expressed as a percentage of the principal amount), plus accrued interest to the Redemption Date.

Section 302. Selection of Bonds to be Redeemed. Bonds shall be redeemed only in an Authorized Denomination. When less than all of the Bonds are to be redeemed and paid prior to their Stated Maturity, such Bonds shall be redeemed in such manner as the Issuer shall determine. Bonds of less than a full Stated Maturity shall be selected by the Bond Registrar in a minimum Authorized Denomination of principal amount in such equitable manner as the Bond Registrar may determine.

In the case of a partial redemption of Bonds by lot when Bonds of denominations greater than a minimum Authorized Denomination are then Outstanding, then for all purposes in connection with such redemption a minimum Authorized Denomination of face value shall be treated as though it were a separate Bond of the denomination of a minimum Authorized Denomination. If it is determined that one or more,

but not all, of a minimum Authorized Denomination of face value represented by any Bond is selected for redemption, then upon notice of intention to redeem a minimum Authorized Denomination, the Owner or the Owner's duly authorized agent shall forthwith present and surrender such Bond to the Bond Registrar: (1) for payment of the Redemption Price and interest to the Redemption Date of a minimum Authorized Denomination of face value called for redemption, and (2) for exchange, without charge to the Owner thereof, for a new Bond or Bonds of the aggregate principal amount of the unredeemed portion of the principal amount of such Bond. If the Owner of any such Bond fails to present such Bond to the Paying Agent for payment and exchange as aforesaid, such Bond shall, nevertheless, become due and payable on the redemption date to the extent of a minimum Authorized Denomination of face value called for redemption (and to that extent only).

Section 303. Notice and Effect of Call for Redemption. In the event the Issuer desires to call the Bonds for redemption prior to maturity, written notice of such intent shall be provided to the Bond Registrar in accordance with K.S.A. 10-129, as amended, not less than 45 days prior to the Redemption Date. The Bond Registrar shall call Bonds for redemption and payment and shall give notice of such redemption as herein provided upon receipt by the Bond Registrar at least 45 days prior to the Redemption Date of written instructions of the Issuer specifying the principal amount, Stated Maturities, Redemption Date and Redemption Prices of the Bonds to be called for redemption.

Unless waived by any Owner of Bonds to be redeemed, if the Issuer shall call any Bonds for redemption and payment prior to the Stated Maturity thereof, the Issuer shall give written notice of its intention to call and pay said Bonds to the Bond Registrar and the Purchaser. In addition, the Issuer shall cause the Bond Registrar to give written notice of redemption to the Owners of said Bonds. Each of said written notices shall be deposited in the United States first class mail not less than 30 days prior to the Redemption Date.

All official notices of redemption shall be dated and shall contain the following information:

- (a) the Redemption Date;
- (b) the Redemption Price;
- (c) if less than all Outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption of any Bonds, the respective principal amounts) of the Bonds to be redeemed;
- (d) a statement that on the Redemption Date the Redemption Price will become due and payable upon each such Bond or portion thereof called for redemption and that interest thereon shall cease to accrue from and after the Redemption Date; and
- (e) the place where such Bonds are to be surrendered for payment of the Redemption Price, which shall be the principal office of the Paying Agent.

The failure of any Owner to receive notice given as heretofore provided or an immaterial defect therein shall not invalidate any redemption.

Prior to any Redemption Date, the Issuer shall deposit with the Paying Agent an amount of money sufficient to pay the Redemption Price of all the Bonds or portions of Bonds that are to be redeemed on such Redemption Date.

Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds to be redeemed shall become due and payable on the Redemption Date, at the Redemption Price therein specified,

and from and after the Redemption Date (unless the Issuer defaults in the payment of the Redemption Price) such Bonds or portion of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with such notice, the Redemption Price of such Bonds shall be paid by the Paying Agent. Installments of interest due on or prior to the Redemption Date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the Owner a new Bond or Bonds of the same Stated Maturity in the amount of the unpaid principal as provided herein. All Bonds that have been surrendered for redemption shall be cancelled and destroyed by the Paying Agent as provided herein and shall not be reissued.

In addition to the foregoing notice, further notice may be given by the Issuer or the Bond Registrar on behalf of the Issuer as set out below, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if official notice thereof is given as above prescribed:

(a) Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption plus (1) the CUSIP numbers of all Bonds being redeemed; (2) the date of issue of the Bonds as originally issued; (3) the rate of interest borne by each Bond being redeemed; (4) the maturity date of each Bond being redeemed; and (5) any other descriptive information needed to identify accurately the Bonds being redeemed.

(b) Each further notice of redemption shall be sent at least one day before the mailing of notice to Owners by first class, registered or certified mail or overnight delivery, as determined by the Bond Registrar, to all registered securities depositories then in the business of holding substantial amounts of obligations of types comprising the Bonds and to one or more national information services that disseminate notices of redemption of obligations such as the Bonds.

(c) Each check or other transfer of funds issued for the payment of the Redemption Price of Bonds being redeemed shall bear or have enclosed the CUSIP number of the Bonds being redeemed with the proceeds of such check or other transfer.

The Paying Agent is also directed to comply with any mandatory standards then in effect for processing redemptions of municipal securities established by the State or the Securities and Exchange Commission. Failure to comply with such standards shall not affect or invalidate the redemption of any Bond.

ARTICLE IV

SECURITY FOR BONDS

Section 401. Security for the Bonds. The Bonds shall be general obligations of the Issuer payable as to both principal and interest from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due.

Section 402. Levy and Collection of Annual Tax; Transfer to Debt Service Account. The Governing Body shall annually make provision for the payment of principal of, premium, if any, and interest on the Bonds as the same become due by, to the extent necessary, levying and collecting the necessary taxes upon all of the taxable tangible property within the Issuer in the manner provided by law.

The taxes referred to above shall be extended upon the tax rolls in each of the several years, respectively, and shall be levied and collected at the same time and in the same manner as the other ad valorem taxes of the Issuer are levied and collected. The proceeds derived from said taxes shall be deposited in the Bond and Interest Fund, shall be kept separate and apart from all other funds of the Issuer shall thereafter be transferred to the Debt Service Account and shall be used solely for the payment of the principal of and interest on the Bonds as and when the same become due, taking into account any scheduled mandatory redemptions, and the fees and expenses of the Paying Agent.

If at any time said taxes are not collected in time to pay the principal of or interest on the Bonds when due, the Treasurer is hereby authorized and directed to pay said principal or interest out of the general funds of the Issuer and to reimburse said general funds for money so expended when said taxes are collected.

ARTICLE V

ESTABLISHMENT OF FUNDS AND ACCOUNTS DEPOSIT AND APPLICATION OF BOND PROCEEDS

Section 501. Creation of Funds and Accounts. Simultaneously with the issuance of the Bonds, there shall be created within the Treasury of the Issuer the following Funds and Accounts:

- (a) Redemption Fund for Refunded Bonds.
- (b) Debt Service Account for General Obligation Refunding Bonds, Series 2020-A (within the Bond and Interest Fund).
- (c) Costs of Issuance Account for General Obligation Refunding Bonds, Series 2020-A.

The Funds and Accounts established herein shall be administered in accordance with the provisions of this Bond Resolution so long as the Bonds are Outstanding.

Section 502. Deposit of Bond Proceeds. The net proceeds received from the sale of the Bonds shall be deposited simultaneously with the delivery of the Bonds as follows:

- (a) All accrued interest received from the sale of the Bonds shall be deposited in the Debt Service Account.
- (b) The sum of \$43,928.95 shall be deposited in the Costs of Issuance Account.
- (c) The remaining balance of the proceeds derived from the sale of the Bonds (\$2,557,071.05) shall be deposited into the Redemption Fund.

Section 503. Application of Moneys in the Redemption Fund. Moneys in the Redemption Fund shall be paid and transferred to the Refunded Bonds Paying Agent, with irrevocable instructions to apply such amount to the payment of the Refunded Bonds on the Refunded Bonds Redemption Date. The Clerk is authorized and instructed to provide appropriate notice of redemption in accordance with the Refunded Bonds Resolution authorizing the issuance of such Refunded Bonds. Any moneys remaining in

the Redemption Fund not needed to retire the Refunded Bonds shall be transferred to the Debt Service Account.

Section 504. Application of Moneys in Debt Service Account. All amounts paid and credited to the Debt Service Account shall be expended and used by the Issuer for the sole purpose of paying the principal or Redemption Price of and interest on the Bonds as and when the same become due and the usual and customary fees and expenses of the Bond Registrar and Paying Agent. The Treasurer is authorized and directed to withdraw from the Debt Service Account sums sufficient to pay both principal or Redemption Price of and interest on the Bonds and the fees and expenses of the Bond Registrar and Paying Agent as and when the same become due, and to forward such sums to the Paying Agent in a manner which ensures that the Paying Agent will receive immediately available funds in such amounts on or before the Business Day immediately preceding the dates when such principal, interest and fees of the Bond Registrar and Paying Agent will become due. If, through the lapse of time or otherwise, the Owners of Bonds are no longer entitled to enforce payment of the Bonds or the interest thereon, the Paying Agent shall return said funds to the Issuer. All moneys deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Bond Resolution and shall be held in trust by the Paying Agent for the benefit of the Owners of the Bonds entitled to payment from such moneys.

Any moneys or investments remaining in the Debt Service Account after the retirement of the Bonds shall be transferred and paid into the Bond and Interest Fund.

Section 505. Deposits and Investment of Moneys. Moneys in each of the Funds and Accounts shall be deposited in accordance with laws of the State, in a bank, savings and loan association or savings bank organized under the laws of the State, any other state or the United States: (a) which has a main or branch office located in the Issuer; or (b) if no such entity has a main or branch office located in the Issuer, with such an entity that has a main or branch office located in the county or counties in which the Issuer is located. All such depositories shall be members of the Federal Deposit Insurance Corporation, or otherwise as permitted by State law. All such deposits shall be invested in Permitted Investments as set forth in this Article or shall be adequately secured as provided by the laws of the State. All moneys held in the Funds and Accounts shall be kept separate and apart from all other funds of the Issuer so that there shall be no commingling with any other funds of the Issuer.

Moneys held in any Fund or Account other than the Redemption Fund may be invested in accordance with this Bond Resolution and the Federal Tax Certificate in Permitted Investments; provided, however, that no such investment shall be made for a period extending longer than to the date when the moneys invested may be needed for the purpose for which such fund was created. All earnings on any investments held in any Fund or Account shall accrue to and become a part of such Fund or Account.

Section 506. Application of Moneys in the Costs of Issuance Account. Moneys in the Costs of Issuance Account shall be used by the Issuer to pay the Costs of Issuance. Any funds remaining in the Costs of Issuance Account, after payment of all Costs of Issuance, but not later than the later of 30 days prior to the first Stated Maturity of principal or one year after the date of issuance of the Bonds, shall be transferred to the Debt Service Account.

ARTICLE VI

DEFAULT AND REMEDIES

Section 601. Remedies. The provisions of the Bond Resolution, including the covenants and agreements herein contained, shall constitute a contract between the Issuer and the Owners of the Bonds.

If an Event of Default occurs and shall be continuing, the Owner or Owners of not less than 10% in principal amount of the Bonds at the time Outstanding shall have the right for the equal benefit and protection of all Owners of Bonds similarly situated:

(a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such Owner or Owners against the Issuer and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of the Bond Resolution or by the Constitution and laws of the State;

(b) by suit, action or other proceedings in equity or at law to require the Issuer, its officers, agents and employees to account as if they were the trustees of an express trust; and

(c) by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Owners of the Bonds.

Section 602. Limitation on Rights of Owners. The covenants and agreements of the Issuer contained herein and in the Bonds shall be for the equal benefit, protection, and security of the Owners of any or all of the Bonds, all of which Bonds shall be of equal rank and without preference or priority of one Bond over any other Bond in the application of the funds herein pledged to the payment of the principal of and the interest on the Bonds, or otherwise, except as to rate of interest, date of maturity and right of prior redemption as provided in this Bond Resolution. No one or more Owners secured hereby shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Outstanding Bonds.

Section 603. Remedies Cumulative. No remedy conferred herein upon the Owners is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by the Owner of any Bond shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies thereon. No delay or omission of any Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Owners of the Bonds by this Bond Resolution may be enforced and exercised from time to time and as often as may be deemed expedient. If action or proceedings taken by any Owner on account of any default or to enforce any right or exercise any remedy has been discontinued or abandoned for any reason, or shall have been determined adversely to such Owner, then, and in every such case, the Issuer and the Owners of the Bonds shall, subject to any determination in such action or proceeding or applicable law of the State, be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Owners shall continue as if no such suit, action or other proceedings had been brought or taken.

ARTICLE VII

DEFEASANCE

Section 701. Defeasance. When any or all of the Bonds, redemption premium, if any, or scheduled interest payments thereon have been paid and discharged, then the requirements contained in this Bond Resolution and the pledge of the Issuer's faith and credit hereunder and all other rights granted hereby

shall terminate with respect to the Bonds or scheduled interest payments thereon so paid and discharged. Bonds, redemption premium, if any, or scheduled interest payments thereon shall be deemed to have been paid and discharged within the meaning of this Bond Resolution if there has been deposited with the Paying Agent, or other commercial bank or trust company located in the State and having full trust powers, at or prior to the Stated Maturity or Redemption Date of said Bonds or the interest payments thereon, in trust for and irrevocably appropriated thereto, moneys and/or Defeasance Obligations which, together with the interest to be earned on any such Defeasance Obligations, will be sufficient for the payment of the principal of or Redemption Price of said Bonds and/or interest accrued to the Stated Maturity or Redemption Date, or if default in such payment has occurred on such date, then to the date of the tender of such payments. If the amount to be so deposited is based on the Redemption Price of any Bonds, no such satisfaction shall occur until (a) the Issuer has elected to redeem such Bonds, and (b) either notice of such redemption has been given, or the Issuer has given irrevocable instructions, or shall have provided for an escrow agent to give irrevocable instructions, to the Bond Registrar to give such notice of redemption in compliance with *Article III* hereof. Any money and Defeasance Obligations that at any time shall be deposited with the Paying Agent or other commercial bank or trust company by or on behalf of the Issuer, for the purpose of paying and discharging any of the Bonds, shall be and are hereby assigned, transferred and set over to the Paying Agent or other bank or trust company in trust for the respective Owners of the Bonds, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. All money and Defeasance Obligations deposited with the Paying Agent or such bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions of this Bond Resolution.

ARTICLE VIII

TAX COVENANTS

Section 801. General Covenants. The Issuer covenants and agrees that it will comply with: (a) all applicable provisions of the Code necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Bonds; and (b) all provisions and requirements of the Federal Tax Certificate. The Mayor and the Clerk are hereby authorized and directed to execute the Federal Tax Certificate in a form approved by Bond Counsel, for and on behalf of and as the act and deed of the Issuer. The Issuer will, in addition, adopt such other ordinances or resolutions and take such other actions as may be necessary to comply with the Code and with all other applicable future laws, regulations, published rulings and judicial decisions, in order to ensure that the interest on the Bonds will remain excluded from federal gross income, to the extent any such actions can be taken by the Issuer.

Section 802. Survival of Covenants. The covenants contained in this Article and in the Federal Tax Certificate shall remain in full force and effect notwithstanding the defeasance of the Bonds pursuant to *Article VII* hereof or any other provision of this Bond Resolution until such time as is set forth in the Federal Tax Certificate.

ARTICLE IX

CONTINUING DISCLOSURE

Section 901. Exempt from Disclosure. The Issuer has not prepared an official statement or other offering document relating to the Bonds and is relying on exemption to provide and disseminate such information contained in Section (d)(1) of the SEC Rule. In furtherance of such exemption, the Issuer certifies that: (a) the Purchaser has certified that the Bonds are being issued in denominations of \$100,000

or more; and (b) the Bonds are being sold to no more than thirty-five persons, each of whom the Purchaser reasonably believes: (1) has the knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of the prospective investment and (2) is not purchasing for more than one account or with a view to distributing the Bonds.

ARTICLE X

MISCELLANEOUS PROVISIONS

Section 1001. Annual Audit. Annually, promptly after the end of the Fiscal Year, the Issuer will cause an audit to be made of the financial statements of the Issuer for the preceding Fiscal Year by an Independent Accountant. Within 30 days after the completion of each such audit, a copy thereof shall be filed in the office of the Clerk, and a duplicate copy of the audit shall be mailed to the Purchaser. Such audit shall at all times during the usual business hours be open to the examination and inspection by any taxpayer, any Owner of any of the Bonds, or by anyone acting for or on behalf of such taxpayer or Owner. Upon payment of the reasonable cost of preparing and mailing the same, a copy of any annual audit will, upon request, be sent to any Owner or prospective Owner. As soon as possible after the completion of the annual audit, the Governing Body shall review such audit, and if the audit discloses that proper provision has not been made for all of the requirements of this Bond Resolution, the Issuer shall promptly cure such deficiency.

Section 1002. Amendments. The rights and duties of the Issuer and the Owners, and the terms and provisions of the Bonds or of this Bond Resolution, may be amended or modified at any time in any respect by ordinance or resolution of the Issuer with the written consent of the Owners of not less than a majority in principal amount of the Bonds then Outstanding, such consent to be evidenced by an instrument or instruments executed by such Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the Clerk, but no such modification or alteration shall:

- (a) extend the maturity of any payment of principal or interest due upon any Bond;
- (b) effect a reduction in the amount which the Issuer is required to pay as principal of or interest on any Bond;
- (c) permit preference or priority of any Bond over any other Bond; or
- (d) reduce the percentage in principal amount of Bonds required for the written consent to any modification or alteration of the provisions of this Bond Resolution.

Any provision of the Bonds or of this Bond Resolution may, however, be amended or modified by ordinance or resolution duly adopted by the Governing Body at any time in any legal respect with the written consent of the Owners of all of the Bonds at the time Outstanding.

Without notice to or the consent of any Owners, the Issuer may amend or supplement this Bond Resolution for the purpose of curing any formal defect, omission, inconsistency or ambiguity herein, to grant to or confer upon the Owners any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Owners, to conform this Bond Resolution to the Code or future applicable federal law concerning tax-exempt obligations, or in connection with any other change therein which is not materially adverse to the interests of the Owners.

Every amendment or modification of the provisions of the Bonds or of this Bond Resolution, to which the written consent of the Owners is given, as above provided, shall be expressed in a resolution or ordinance adopted by the Governing Body amending or supplementing the provisions of this Bond Resolution and shall be deemed to be a part of this Bond Resolution. A certified copy of every such amendatory or supplemental ordinance or resolution, if any, and a certified copy of this Bond Resolution shall always be kept on file in the office of the Clerk, and shall be made available for inspection by the Owner of any Bond or a prospective purchaser or owner of any Bond authorized by this Bond Resolution, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental ordinance or resolution or of this Bond Resolution will be sent by the Clerk to any such Owner or prospective Owner.

Any and all modifications made in the manner hereinabove provided shall not become effective until there has been filed with the Clerk a copy of the ordinance or resolution of the Issuer hereinabove provided for, duly certified, as well as proof of any required consent to such modification by the Owners of the Bonds then Outstanding. It shall not be necessary to note on any of the Outstanding Bonds any reference to such amendment or modification.

The Issuer shall furnish to the Paying Agent a copy of any amendment to the Bonds or this Bond Resolution which affects the duties or obligations of the Paying Agent under this Bond Resolution.

Section 1003. Notices, Consents and Other Instruments by Owners. Any notice, consent, request, direction, approval or other instrument to be signed and executed by the Owners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Owners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Bond Resolution, and shall be conclusive in favor of the Issuer and the Paying Agent with regard to any action taken, suffered or omitted under any such instrument, namely:

(a) The fact and date of the execution by any person of any such instrument may be proved by a certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument acknowledged before such officer the execution thereof, or by affidavit of any witness to such execution.

(b) The fact of ownership of Bonds, the amount or amounts, numbers and other identification of Bonds, and the date of holding the same shall be proved by the Bond Register.

In determining whether the Owners of the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Bond Resolution, Bonds owned by the Issuer shall be disregarded and deemed not to be Outstanding under this Bond Resolution, except that, in determining whether the Owners shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the Owners know to be so owned shall be so disregarded. Notwithstanding the foregoing, Bonds so owned which have been pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Owners the pledgee's right so to act with respect to such Bonds and that the pledgee is not the Issuer.

Section 1004. Notices. Any notice, request, complaint, demand or other communication required or desired to be given or filed under this Bond Resolution shall be in writing, given to the Notice Representative at the Notice Address and shall be deemed duly given or filed if the same shall be: (a) duly mailed by registered or certified mail, postage prepaid; or (b) communicated via fax, with electronic or telephonic confirmation of receipt. Copies of such notices shall also be given to the Paying Agent. The Issuer, the Paying Agent and the Purchaser may from time to time designate, by notice given hereunder to the others

of such parties, such other address to which subsequent notices, certificates or other communications shall be sent.

All notices given by: (a) certified or registered mail as aforesaid shall be deemed duly given as of the date they are so mailed; (b) fax as aforesaid shall be deemed duly given as of the date of confirmation of receipt. If, because of the temporary or permanent suspension of regular mail service or for any other reason, it is impossible or impractical to mail any notice in the manner herein provided, then such other form of notice as shall be made with the approval of the Paying Agent shall constitute a sufficient notice.

Section 1005. Electronic Transactions. The issuance of the Bonds and the transactions related thereto and described herein may be conducted and documents may be stored by electronic means.

Section 1006. Further Authority. The officers and officials of the Issuer, including the Mayor and Clerk, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Bond Resolution and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 1007. Severability. If any section or other part of this Bond Resolution, whether large or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Bond Resolution.

Section 1008. Governing Law. This Bond Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 1009. Effective Date. This Bond Resolution shall take effect and be in full force from and after its adoption by the Governing Body.

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ADOPTED by the Governing Body on February 18, 2020.

(SEAL)

Mayor

ATTEST:

Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Bond Resolution of the Issuer adopted by the Governing Body on February 18, 2020, as the same appears of record in my office.

DATED: February 18, 2020.

Clerk

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EXHIBIT A
(FORM OF BONDS)

**REGISTERED
NUMBER** __

**REGISTERED
\$**

**UNITED STATES OF AMERICA
STATE OF KANSAS
COUNTY OF RUSSELL
CITY OF RUSSELL
GENERAL OBLIGATION REFUNDING BOND
SERIES 2020-A**

**Interest
Rate:**

**Maturity
Date:**

**Dated
Date: March 10, 2020**

CUSIP:

REGISTERED OWNER:

PRINCIPAL AMOUNT:

KNOW ALL PERSONS BY THESE PRESENTS: That the City of Russell, in the County of Russell, State of Kansas (the "Issuer"), for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner shown above, or registered assigns, but solely from the source and in the manner herein specified, the Principal Amount shown above on the Maturity Date shown above, and to pay interest thereon at the Interest Rate per annum shown above (computed on the basis of a 360-day year of twelve 30-day months), from the Dated Date shown above, or from the most recent date to which interest has been paid or duly provided for, payable semiannually on February 1 and August 1 of each year, commencing August 1, 2020 (the "Interest Payment Dates"), until the Principal Amount has been paid.

Method and Place of Payment. The principal or redemption price of this Bond shall be paid at maturity or upon earlier redemption to the person in whose name this Bond is registered at the maturity or redemption date thereof, upon presentation and surrender of this Bond at the principal office of the Treasurer of the State of Kansas, Topeka, Kansas (the "Paying Agent" and "Bond Registrar"). The interest payable on this Bond on any Interest Payment Date shall be paid to the person in whose name this Bond is registered on the registration books maintained by the Bond Registrar at the close of business on the Record Date(s) for such interest, which shall be the 15th day (whether or not a business day) of the calendar month next preceding the Interest Payment Date. Such interest shall be payable (a) by check or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Bond Register or at such other address as is furnished to the Paying Agent in writing by such Registered Owner; or (b) in the case of an interest payment to any Owner of \$500,000 or more in aggregate principal amount of Bonds by electronic transfer to such Owner upon written notice given to the Bond Registrar by such Registered Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank, ABA routing number and account number to which such Registered Owner wishes to have such transfer directed. The principal or redemption price of and interest on the Bonds shall be payable in any coin or currency that, on the respective dates of payment thereof, is legal tender for the payment of public

and private debts. Interest not punctually paid will be paid in the manner established in the within defined Bond Resolution.

Definitions. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the hereinafter defined Bond Resolution.

ADDITIONAL PROVISIONS OF THIS BOND ARE CONTINUED ON THE REVERSE HEREOF AND SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS THOUGH FULLY SET FORTH AT THIS PLACE.

Authentication. This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the hereinafter defined Bond Resolution until the Certificate of Authentication and Registration hereon shall have been lawfully executed by the Bond Registrar.

IT IS HEREBY DECLARED AND CERTIFIED that all acts, conditions, and things required to be done and to exist precedent to and in the issuance of this Bond have been properly done and performed and do exist in due and regular form and manner as required by the Constitution and laws of the State of Kansas, and that the total indebtedness of the Issuer, including this series of bonds, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be executed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its Clerk, and its seal to be affixed hereto or imprinted hereon.

CITY OF RUSSELL, KANSAS

(Facsimile Seal)

By: _____ (facsimile)
Mayor

ATTEST:

By: _____ (facsimile)
Clerk

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Bond is one of a series of General Obligation Refunding Bonds, Series 2020-A, of the City of Russell, Kansas, described in the within-mentioned Bond Resolution.

Registration Date: _____

Office of the State Treasurer,
Topeka, Kansas,
as Bond Registrar and Paying Agent

By _____

Registration Number: _____

(FORM OF REVERSE SIDE OF BOND)

ADDITIONAL PROVISIONS

Authorization of Bonds. This Bond is one of an authorized series of Bonds of the Issuer designated "General Obligation Refunding Bonds, Series 2020-A," aggregating the principal amount of \$2,601,000 (the "Bonds") issued for the purposes set forth in the Ordinance of the Issuer authorizing the issuance of the Bonds and the Resolution of the Issuer prescribing the form and details of the Bonds (collectively, the "Bond Resolution"). The Bonds are issued by the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution and laws of the State of Kansas, including K.S.A. 10-427 *et seq.*, as amended, and all other provisions of the laws of the State of Kansas applicable thereto.

General Obligations. The Bonds constitute general obligations of the Issuer payable as to both principal and interest from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due.

Redemption Prior to Maturity. The Bonds are subject to redemption prior to maturity as set forth in the Bond Resolution.

Transfer and Exchange. This Bond may be transferred or exchanged, as provided in the Bond Resolution, only on the Bond Register kept for that purpose at the principal office of the Bond Registrar, upon surrender of this Bond, together with a written instrument of transfer or authorization for exchange satisfactory to the Bond Registrar duly executed by the Registered Owner or the Registered Owner's duly authorized agent, and thereupon a new Bond or Bonds in any Authorized Denomination of the same maturity and in the same aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Bond Resolution and upon payment of the charges therein prescribed. A Registered Owner shall only have the authority to transfer and exchange Bonds in an aggregate principal amount of \$100,000 or more unless such transfer and exchange is made through a primary offering (as defined in the SEC Rule). The Issuer shall pay all costs incurred in connection with the issuance, payment and initial registration of the Bonds and the cost of a reasonable supply of bond blanks. The Issuer and the Paying Agent may deem and treat the person in whose name this Bond is registered on the Bond Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes. The Bonds are issued in fully registered form in Authorized Denominations.

LEGAL OPINION

The following is a true and correct copy of the approving legal opinion of Gilmore & Bell, P.C., Bond Counsel, which was dated and issued as of the date of original issuance and delivery of such Bonds:

GILMORE & BELL, P.C.
Attorneys at Law
100 N. Main Suite 800
Wichita, Kansas 67202

(PRINTED LEGAL OPINION)

BOND ASSIGNMENT

FOR VALUE RECEIVED, the undersigned do(es) hereby sell, assign and transfer to

(Name and Address)

(Social Security or Taxpayer Identification No.)

the Bond to which this assignment is affixed in the outstanding principal amount of \$_____, standing in the name of the undersigned on the books of the Bond Registrar. The undersigned do(es) hereby irrevocably constitute and appoint _____ as agent to transfer said Bond on the books of said Bond Registrar with full power of substitution in the premises.

Dated _____

Name

Social Security or
Taxpayer Identification No.

Signature (Sign here exactly as name(s)
appear on the face of Certificate)

Signature guarantee:

By _____

PLACEMENT AGENT AGREEMENT

February 18, 2020

City of Russell, Kansas

Re: General Obligation Refunding Bonds, Series 2020-A

The City of Russell, Kansas (the "Issuer") proposes to issue, offer, and sell in a private placement the above-referenced obligations of the Issuer (the "Bonds") issued in authorized denominations \$100,000 or more, with, as currently contemplated, gross proceeds of approximately \$2,601,000 for the purpose of refunding the currently outstanding balance of the Issuer's General Obligation Bonds, Series 2011, and captioned General Obligation Refunding Bonds, Series 2020-A, pursuant to an ordinance and resolution to be adopted on February 18, 2020 (jointly, the "Resolution").

This Placement Agent Agreement (the "Agreement") confirms the agreement between the Issuer and Stifel, Nicolaus & Company, Incorporated (the "Placement Agent") as follows:

1. **Engagement.** The Issuer hereby engages the Placement Agent as its exclusive agent to assist the Issuer in placing the Bonds on a best efforts basis with one or more purchasers each a "qualified institutional buyer" as defined in Rule 144A under the Securities Act of 1933 (the "Securities Act") or an "accredited investor," as defined in Rule 501(a)(1),(2),(3), or (7) under the Securities Act, as represented by each purchaser in an executed Investor Letter in the form attached as Exhibit A (the "Purchaser," or the "Purchasers") on a private placement basis (the "Placement"). Sale and delivery of the Bonds by the Issuer and purchase by the Purchasers will occur on the day of closing ("Closing Date"). The Issuer acknowledges and agrees that the Placement Agent's engagement hereunder is not an agreement by the Placement Agent or any of its affiliates to underwrite or purchase the Bonds or otherwise provide any financing to the Issuer. The Placement Agent hereby accepts this engagement upon the terms and conditions set forth in this Agreement.
2. **Fees and Expenses.**
 - (a) For its services under this Agreement, the Issuer agrees to pay the Placement Agent:
 - (1) a non-refundable retainer fee of \$0, payable upon execution of this Agreement;
 - (2) a placement fee for its services under this Agreement equal to 0.95% of the aggregate amount of the Bonds sold in the Placement, payable on the Closing Date; and
 - (3) as reimbursement, the reasonable expenses incurred by the Placement Agent in preparing to market and marketing the Bonds, including, but not limited to, travel, fees, and disbursements of counsel to the Placement Agent and printing and distribution of the Placement Materials (as defined below), whether or not a closing occurs, upon the earlier of receipt of an invoice or on the Closing Date, but such reimbursement will not exceed \$0 without Issuer approval,; provided that the Placement Agent shall be under no obligation to pay any expenses incident to this Agreement.
 - (b) In the event the Issuer terminates this Agreement and within twelve (12) months thereafter sells the Bonds to an investor identified by the Placement Agent to the Issuer prior to such

termination, the amounts payable under (2) and (3) above shall be immediately due and payable by the Issuer.

3. **Disclosure and Due Diligence.**

- (a) The Issuer will prepare and provide the Placement Agent with a term sheet and/or other documents including audited financial statements, budget, and underlying credit ratings, (the "Information Package") together with the draft Resolution and other legal documents to be used in connection with the Placement (together with all supplements, modifications, and additions thereto prior to the Closing Date, the "Placement Materials"). The Issuer acknowledges and agrees that it is solely responsible for the completeness, truth, and accuracy of the Placement Materials and that the Placement Agent and each Purchaser may rely upon, as complete, true, and accurate, the Placement Materials and all information provided by the Issuer to the Placement Agent for use in connection with the Placement and that the Placement Agent does not assume any responsibility therefor.
- (b) The Issuer will make available to each Purchaser and the Placement Agent such documents and other information which the Purchaser or the Placement Agent reasonably deems appropriate, will provide access to its officers, directors, employees, accountants, counsel and other representatives, and will provide each Purchaser and the Placement Agent the opportunity to ask questions and receive answers from knowledgeable individuals, including Bond Counsel (whose opinions each shall receive and upon which they may rely) concerning the Issuer, the Bonds, and the security therefor; it being understood that the Purchasers and the Placement Agent will rely solely upon such information supplied by the Issuer and its representatives without assuming any responsibility for independent investigation or verification thereof.
- (c) In the event that the Placement Agent is unable to complete "due diligence" in order to form a reasonable basis for recommending the Bonds to Purchasers either (1) because of the Issuer's failure to comply with paragraph (a) or (b) of this paragraph or (2) because the Placement Agent uncovers "red flags" about the Issuer that cause the Placement Agent to be not satisfied that Placement Agent can in good faith recommend the Bonds to Purchasers, the Placement Agent may terminate this Agreement without further obligation on the part of the Placement Agent to proceed with the Placement and without any obligation on the part of the Placement Agent to reimburse to the Issuer any monies advanced by the Issuer to the Placement Agent.

4. **Representations, Warranties, and Agreements of the Issuer.** As of the date of this Agreement, unless otherwise stated, the Issuer represents, warrants, and agrees with the Placement Agent that:

- (a) The Issuer is duly organized and validly existing under the laws of the State of Kansas (the "State") with the power to adopt the Resolution, perform the agreements on its part contained therein and in the agreements approved thereby and cause the issuance of the Bonds.
- (b) The Issuer will not cause or permit any action to be taken in the placement of the Bonds in violation of the requirements for exemption from registration or qualification of the Bonds under all federal and applicable state securities laws and regulations.
- (c) The Issuer has complied, and in all respects on the Closing Date will be in compliance, with all of the provisions of applicable law of the State.

- (d) The Issuer: (1) has duly authorized and approved the execution and delivery of this Agreement; (2) will adopt and on the Closing Date will have duly adopted the Resolution; (3) will duly authorize and approve the Placement Materials and the delivery thereof to prospective Purchasers; and (4) will duly authorize and approve the execution and delivery of the Resolution, Closing Certificate, and all financing or operative documents, including the Bonds, to which the Issuer is a party relating to the issuance and security for the Bonds, as such documents are amended and supplemented to the Closing Date (the “Financing Documents”), and the performance of its obligations and the consummation by it of all other transactions contemplated thereby.
- (e) On the Closing Date, the Financing Documents will have been duly authorized, executed, and delivered by the Issuer, and, assuming due authorization, execution and delivery by the other parties thereto, as applicable, constitute legal, valid and binding agreements of the Issuer enforceable in accordance with their respective terms, except as the enforcement thereof may be limited by bankruptcy, insolvency, moratorium, reorganization, fraudulent conveyance or other laws affecting the enforcement of creditors’ rights generally and by the application of equitable principles if sought and by the limitations on legal remedies imposed on actions against the Issuer in the State of Kansas.
- (f) The Issuer is not, and on the Closing Date will not be, in breach of or default under any applicable law or administrative regulation of the State or any department, division, agency or instrumentality thereof, or of the United States, or any applicable judgment or decree or any loan agreement, note, resolution, certificate, agreement or other instrument to which the Issuer is a party or is otherwise subject, which breach or default would materially and adversely affect the Issuer or its ability to perform its duties and obligations under the Financing Documents, and the execution and delivery of the Financing Documents, the adoption of the Resolution and the issuance of the Bonds and compliance with the provisions of each will not conflict with or constitute a breach of or default under any applicable law or administrative regulation of the State or under any certificate, agreement or other instrument to which the Issuer is a party or is otherwise subject, which breach or default would materially and adversely affect the Issuer or its ability to perform its duties and Bonds under the Financing Documents and the Bonds.
- (g) No action, suit, proceeding or investigation at law or in equity before or by any court, governmental agency, public board or body is, and on the Closing Date will not be, pending or, to the knowledge of the Issuer, threatened: (i) in any way affecting the existence of the Issuer or the titles of the members of the authorizing body to their respective offices, (ii) seeking to prohibit, restrain or enjoin the issuance, sale or delivery of the Bonds or the levy, assessment or collection of taxes or collection or payment by the Issuer of any amounts pledged or to be pledged as security to pay the principal of and interest on Bonds, (iii) in any way contesting or affecting the validity or enforceability of, or the power or authority of the Issuer to issue, adopt or to enter into (as applicable), the Bonds, the Resolution or the Financing Documents, (iv) contesting in any way the completeness, truth, or accuracy of the Placement Materials, (v) except as disclosed in the Placement Materials, wherein an unfavorable decision, ruling or finding would materially adversely affect the financial position or condition of the Issuer or would result in any material adverse change in the ability of the Issuer to pledge or apply the security or source of payment of, or to pay debt service on the Bonds, or (vi) contesting the status of the interest on the Bonds as excludable from gross income for federal income tax purposes or as exempt from any applicable state tax, in each case as described in the Placement Materials.

- (h) Regarding information provided by the Issuer to the Placement Agent:
- (1) (i) The Issuer will furnish the Placement Agent and the Purchaser with the Information Package. The Issuer represents and warrants that all information made available to the Placement Agent by the Issuer or contained in the Information Package, when provided will be, and will be at all times thereafter during the period of the engagement of the Placement Agent hereunder, be complete, true, and accurate in all material respects and will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein not misleading in light of the circumstances under which such statements are made; or
 - (2) any forecasted financial or market information with respect to the Issuer or its market provided to the Placement Agent and each Purchaser by the Issuer has been or will be prepared in good faith with a reasonable basis for the assumptions and the conclusions reached therein.
 - (i) On the Closing Date, the Issuer will deliver or cause to be delivered to the Placement Agent:
 - (1) The opinion of Gilmore & Bell, Bond Counsel to the Issuer, dated the Closing Date relating to:
 - (i) the validity of the Bonds;
 - (ii) exemption from registration and qualification under federal and state securities law; and
 - (i) the tax-exempt status of the Bonds, together with a reliance letter from such counsel, dated the Closing Date and addressed to the Placement Agent in the form attached to this Agreement as Exhibit A, or such other form as is acceptable to the Placement Agent;
 - (2) a certificate of the Issuer, dated the Closing Date, in the form attached to this Agreement as Exhibit B, stating:
 - (i) the representations and warranties of the Issuer contained in this Agreement are true and correct as if made on the Closing Date;
 - (ii) the Issuer has complied with and fully satisfied all of its agreements with and obligations to the Placement Agent under this Agreement; and
 - (3) An Investor Letter, in the form attached to this Agreement as Exhibit C, executed by each Purchaser and addressed to the Issuer and the Placement Agent; and
 - (4) Such additional legal opinions, certificates, proceedings, instruments and other documents as the Placement Agent or its counsel, if any, and Bond Counsel may reasonably request to evidence compliance by the Issuer with legal requirements, the truth and accuracy, as of the Closing Date, of the representations of the Issuer, and the due performance or satisfaction by the Issuer at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the Issuer.

5. **Termination.** This Agreement may be terminated by either party upon ten (10) business days' prior written notice; provided that the provisions of Paragraph 2 and obligations thereunder shall not be affected by such termination.
6. **Regulatory Disclosure.** The Issuer acknowledges, in connection with the purchase and sale of the Bonds, the offering of the Bonds for sale and the discussions and negotiations relating to the terms of the Bonds pursuant to and as set forth in this Agreement, that:
 - (a) the Placement Agent has acted at arm's length, is acting solely for its own account and is not agent of or advisor to (including, without limitation, a Municipal Advisor (as such term is defined in Section 975(e) of the Dodd-Frank Wall Street Reform and Consumer Protection Act)), and owes no fiduciary duty to the Issuer or any other person,
 - (b) the Placement Agent's duties and obligations to the Issuer shall be limited to those contractual duties and obligations set forth in this Agreement,
 - (c) the Placement Agent may have interests that differ from those of the Issuer, and
 - (d) the Issuer has consulted its legal and financial advisors to the extent it deemed appropriate in connection with the offering and sale of the Bonds. The Issuer further acknowledges and agrees that it is responsible for making its judgment with respect to the offering and sale of the Bonds and the process leading thereto. The Issuer agrees that it will not claim that the Placement Agent acted as a Municipal Advisor to the Issuer or rendered advisory services of any nature or respect, or owes a fiduciary or similar duty to the Issuer, in connection with the offering or sale of the Bonds or the process leading thereto.
7. **Survival of Certain Representations and Obligations.** The respective agreements, covenants, representations, warranties and other statements of the Issuer and its officers set forth in or made pursuant to this Agreement shall survive delivery of and payment for the Bonds and shall remain in full force and effect, regardless of any investigation, or statements as to the results thereof, made by or on behalf of the Placement Agent.
8. **Notices.** Any notice or other communication to be given to the Issuer under this Agreement may be given by delivering the same in writing to the Issuer at its address set forth above. Any notice or other communication to be given to the Placement Agent under this Agreement may be given by delivering the same in writing to Firm, 4801 Main Street, Suite 530, Kansas City, Missouri, Attention: David Arteberry, Director.
9. **No Assignment.** This Agreement has been made by the Issuer and the Placement Agent, and no person, other than the foregoing and any indemnitee pursuant to Paragraph 9 above, shall acquire or have any right under or by virtue of this Agreement.
10. **Applicable Law.** This Agreement shall be interpreted, governed and enforced in accordance with the laws of the State of Kansas.
11. **Effectiveness.** This Agreement shall become effective upon its execution by duly authorized officials of all parties hereto and shall be valid and enforceable from and after the time of such execution.

12. **Severability**. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
13. **Counterparts**. This Agreement may be executed in several counterparts (including counterparts exchanged by email in PDF format), each of which shall be an original and all of which shall constitute but one and the same instrument.

Respectfully submitted,

STIFEL, NICOLAUS & COMPANY

.....
David Arteberry, Director

ACCEPTED this _____ of _____, 20__.

CITY OF RUSSELL, KANSAS

By

ATTEST:

.....
Clerk

EXHIBIT A

**FORM OF RELIANCE LETTER ON COUNSEL'S OPINION
TO THE PLACEMENT AGENT**

[Date of Closing]

[Placement Agent Name and Address]

Re: [Title of Bonds]

Ladies and Gentlemen:

We have acted as bond counsel to [name of Issuer] (the "Issuer") of the Bonds.

Reference is hereby made to our opinion letter as bond counsel addressed to the Issuer dated of even date herewith and delivered with respect to the above-referenced series of Bonds. Please be advised that you are entitled to rely on said letter as if the same had been addressed to you.

This letter is furnished by us to you in our capacity as bond counsel to the Issuer pursuant to Paragraph 4(i)(1) of the Placement Agent Agreement with respect to the Bonds, dated as of [date of Agreement], between the Issuer and you. No attorney-client relationship has existed or exists between our firm and you or any other party in connection with the Bonds or by virtue of this letter. Our opinion may be relied upon only by the addressee hereof and may not be used or relied upon by any other person for any purpose whatsoever without, in each instance, our prior written consent.

Very truly yours,

EXHIBIT B

FORM OF ISSUER CLOSING CERTIFICATE

Pursuant to the Placement Agent Agreement, dated [date of Agreement] between [name of Issuer] and [name of the Placement Agent] (the Agreement”), as [title] of the Issuer duly authorized to execute this certificate on behalf of the Issuer, I hereby certify:

1. the representations and warranties of the Issuer contained in the Agreement are true and correct as if made on the date hereof;
2. the Issuer has complied with and fully satisfied all of its agreements with and obligations to the Placement Agent under this Agreement; and
3. as of its date and the date hereof, the information contained in the Placement Materials is complete, true, and accurate and such information does not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

[Name] _____

[Title] _____

[Date] _____

EXHIBIT C

FORM OF INVESTOR LETTER

[Address to Issuer and Placement Agent]

Re: [Name of Bonds]

Ladies and Gentlemen:

The undersigned (the "Investor") hereby acknowledges that it is purchasing \$[] aggregate principal amount of [name of bonds] (the "Bonds") issued [in authorized denominations \$100,000 or more] pursuant to a Resolution (the "Resolution") of the [name of authorizing body], adopted [date]. Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Resolution and the Placement Materials, each as defined herein.

This letter is being provided pursuant to a Placement Agent Agreement, dated _____, 20__ (the "Placement Agreement"), between _____ (the "Issuer") and [name of the placement agent] (the "Placement Agent").

The Investor acknowledges that the proceeds of the Bonds will be used for [describe uses of Bond proceeds].

The Bonds together with interest thereon shall be payable from [describe source of payment].

In connection with the sale of the Bonds to the Investor, the Investor hereby makes the following representations upon which you may rely:

1. The Investor has the authority and is duly authorized to purchase the Bonds and to execute this letter and any other instruments and documents required to be executed by the Investor in connection with its purchase of the Bonds.¹
2. [The Investor is (a) a "qualified institutional buyer" as that term is defined in Rule 144A under the Securities Act of 1933, as amended (the "Securities Act"), or (b) an "accredited investor" as that term is defined in Rule 501(a)(1),(2),(3), or (7) under the Securities Act.]
3. The Investor is not purchasing the Bonds for more than one account or with a view to distributing the Bonds.
4. The Investor understands that the Bonds are not, and are not intended to be, registered under the Securities Act and that such registration is not legally required as of the date hereof, and further understands that the Bonds (a) are not being registered or otherwise

¹ [INCLUDE THE FOLLOWING LANGUAGE IF NO CUSIP IS DESIRED: The Investor (a) is a bank, any entity directly or indirectly controlled by the bank or under common control with the bank, other than a broker, dealer or municipal securities dealer registered under the Securities Exchange Act of 1934, or a consortium of such entities; and (b) has the present intent to hold the Bonds to maturity or earlier redemption or mandatory tender.]

qualified for sale under the “Blue Sky” laws and regulations of any state, (b) will not be listed in any stock or other securities exchange, (c) will [not] carry a rating from any rating agency, and (d) will be delivered in a form that may not be readily marketable.

5. The Investor acknowledges that it has either been supplied with or been given access to information, including [insert language tracking the text of Paragraph 3(a) describing the Placement Materials], which it has requested from the Issuer and to which a reasonable investor would attach significance in making investment decisions, and the Investor has had the opportunity to ask questions and receive answers from knowledgeable individuals, including its own counsel, concerning the Issuer and the Bonds and the security therefor so that, as a reasonable investor, the Investor has been able to make a decision to purchase the Bonds. The Investor has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of its prospective investment in the Bonds.
6. The Investor acknowledges that the obligations of the Issuer under the Resolution [describe nature of Issuer’s obligations]. [Describe limitations on the sources of funds available for the payment of debt service.]
7. The Investor has made its own inquiry and analysis with respect to the Bonds and the security therefor, and other material factors affecting the security and payment of the Bonds. The Investor is aware that there are certain economic and regulatory variables and risks that could adversely affect the security for the Bonds. The Investor has reviewed the documents executed in conjunction with the issuance of Bonds, or summaries thereof, including, without limitation, the Resolution.
8. The Investor acknowledges and agrees that the Placement Agent and the Issuer take no responsibility for, and make no representation to the Investor, or any subsequent purchaser, with regard to, a sale, transfer or other disposition of the Bonds in violation of the provisions of the Resolution, or any securities law or income tax law consequences thereof. The Investor also acknowledges that, with respect to the Issuer’s obligations and liabilities, the Investor is solely responsible for compliance with the sales restrictions on the Bonds in connection with any subsequent transfer of the Bonds made by the Investor.

9. The Investor agrees that it is bound by and will abide by the provisions of the Resolution relating to transfer, the restrictions noted on the face of the Bonds and this Investor Letter. The Investor also covenants to comply with all applicable federal and state securities laws, rules and regulations in connection with any resale or transfer of the Bonds by the Investor.
10. The Investor acknowledges that the sale of the Bonds to the Investor is made in reliance upon the certifications, representations, and warranties herein by the addressees hereto.
11. The interpretation of the provisions hereof shall be governed and construed in accordance with [State] law without regard to principles of conflicts of laws.
12. All representations of the Investor contained in this letter shall survive the execution and delivery of the Bonds to the Investor as representations of fact existing as of the date of execution and delivery of this Investor Letter.

Date: _____, 20__

Very truly yours,

Investor: _____

By: _____

Name: _____

Title: _____



City Council Agenda Form

Meeting Date: February 18, 2020
Agenda Item Title: Community Development Block Grant Agreement
Department: Finance

Agenda Item Description: CDBG Grant Agreement No. 20-PF-013

Background: The City was awarded a \$600,000 Community Facility CDBG grant from the Department of Commerce for the Lincoln Street project. To receive the grant awarded the Council must approve the grant agreement.

City Attorney Review/ Comment:

Funding Source:

Options:

1. Approve CDBG Grant Agreement No. 20-PF-013 and authorize the Mayor to sign the documents.
2. Take no action

Staff Recommendation: Approve CDBG Grant Agreement No. 20-PF-013 and authorize the Mayor to sign the documents.

Attachment(s): Grant Agreement

STATE OF KANSAS
GRANT AGREEMENT NO. 20-PF-013
between the

STATE OF KANSAS
DEPARTMENT OF COMMERCE

and the

City of Russell

I. Grant Agreement

A. This Grant Agreement, hereinafter called "Agreement," is between the State of Kansas, Department of Commerce, and its representative, hereinafter called "Department" and the **City of Russell**, Kansas, hereinafter called the "Grantee." This Agreement consists of the body and the following: CONDITION LETTER (attached hereto as Attachment A), SPECIAL CONDITIONS (attached hereto as Attachment B), and the Grantee's APPROVED PROJECT APPLICATION dated **JANUARY 17, 2020**, (attached and incorporated by reference as Attachment C, a copy of which shall be maintained and available in the Department's files) and the GRANTEE HANDBOOK (which is attached and incorporated by reference as Attachment D).

II. Authority

- A. This Agreement is financed in part through a grant provided to the Department by the United States Department of Housing and Urban Development (HUD) under Title I of the Federal Housing and Community Development Act of 1974, as amended (42 USC 5301 et. seq.), hereinafter called "the Federal Act." As provided in the Federal Act, the State of Kansas, through the Department, has elected to administer the federal program of Small Cities Community Development Block Grants.
- B. The Department, in accordance with the provisions of K.S.A. 74-5001 et. seq., hereinafter called "the State Act," has approved the application of the Grantee and awarded funds for the purpose of supporting the Grantee's Community Development Program.
- C. In the event of changes in any applicable Federal regulations and/or law, this Agreement shall be deemed to be amended when required to comply with any law so amended.
- D. Federal Program – Community Development Block Grant Cluster (CDBG) (CFDA No. 14.228).

III. Description of Activities

Grantee agrees to perform, or cause to be performed, the work specified in the APPROVED PROJECT APPLICATION.

IV. Period of Performance

The period of performance for all activities assisted by this Agreement shall commence on **MARCH 15, 2020**, hereinafter called the "Commencement Date," and shall be complete on **MARCH 14, 2022**, hereinafter called the "Completion Date," except those activities required for close-out and final audit.

V. Compensation

- A. In consideration of the Grantee's satisfactory performance of the work required under this Agreement and the Grantee's compliance with the terms of this Agreement, the Department shall provide the Grantee the total sum of **\$600,000** in Community Development Block Grant funds. Such funds shall be used by the Grantee in accordance with the Activities listed and budgeted on the APPROVED PROJECT APPLICATION and the CONTRACT PROJECT BUDGET FORM.
- B. In addition, the Grantee shall provide **\$992,800** in other sources of funds to this Community Development Program and such funds shall be used by the Grantee in accordance with the Activities and budget on the APPROVED PROJECT APPLICATION.
- C. It is expressly understood and agreed that in no event will the total program funds provided by the Department exceed the sum of **\$600,000**. Any additional funds required to complete the program activities set forth in this Agreement will be the sole responsibility of the Grantee, and not the responsibility of the Department.

- D. The Grantee understands that this Agreement is funded in whole or in part by federal funds. In the unlikely event the federal funds supporting this Agreement become unavailable or are reduced, the Department may terminate or amend this Agreement and will not be obligated to pay the Grantee from State revenues.
- E. It is hereby agreed that funds committed to be provided by the Department are conditioned upon the availability and use of funds to be provided by the Grantee from other sources. In the event any portion of the funds required to be provided by the Grantee pursuant to subsection (B) of paragraph V. are not made available or used for activities as listed and budgeted, the Department may, in its discretion, withdraw or reduce proportionately the funds to be provided to the Grantee pursuant to subsection (A) of paragraph V.
- F. The Grantee shall not anticipate future funding from the Department beyond the duration of this Agreement and in no event shall this Agreement be construed as a commitment by the Department to expend funds beyond the termination of this Agreement.

VI. Indemnification

The Grantee shall indemnify, defend, and hold harmless the State and its officers and employees from any liabilities, claims, suits, judgments, and damages arising as a result of the performance of the obligations under this Agreement by the Grantee or any subgrantee, contractor, subcontractor, or person. The liability of the Grantee under this Agreement shall continue after the termination of the Agreement with respect to any liabilities, claims, suits, judgments, and damages resulting from acts occurring prior to termination of this Agreement.

VII. Obligations of Grantee

- A. All of the activities required by this Agreement shall be performed by personnel of the Grantee or by third parties (subgrantees, contractors, or subcontractors) under the direct supervision of the Grantee and in accordance with the terms of written contracts. Any such contracts may be made subject to approval by the Department.
- B. Except as may otherwise be provided in the SPECIAL CONDITIONS, the Grantee may subgrant, contract, or subcontract any of the work or services covered by this Agreement.
- C. The Grantee shall remain fully obligated and liable under the provisions of this Agreement, notwithstanding its designation of any third party or parties for the undertaking of all or any of the program being assisted under this grant.
- D. The Grantee shall require any third party to comply with all lawful requirements necessary to insure that the program is carried out in accordance with this Agreement.
- E. The Grantee shall comply with all timelines for completion of Grantee's Environmental Review and contracting responsibilities as established by the Department in the CONDITION LETTER.

VIII. Environmental Review Compliance

- A. The obligation and utilization of the funding assistance is subject to the requirements for a release of funds by the State under the Environmental Review procedures at 24 CFR Part 58 for any activities requiring such release.
- B. The Grantee agrees to assume all of the responsibilities for Environmental Review, decision making and action, as specified and required in Section 104(g) of Title I of the Housing and Community Development Act of 1974 (Public Law 93-383), as amended. The Grantee shall not allow any subrecipient to assume the grantee's Environmental Review responsibilities.

IX. Program Costs

- A. The Grantee may only incur such costs as are reasonable and necessary to the Grantee's Program and as are allowable under the Department's Procedures (2 CFR Part 200). Cost items not specifically authorized may only be incurred after written approval by the Department.
- B. Cash and in-kind contributions made by the Grantee shall follow the criteria established by the Department's Procedures.

- C. The total "Small Cities CDBG Funds" expended for "Administration" shown in the Contract Project Budget Form shall not exceed the approved amount unless amended by all parties to this contract.
- D. The Grantee shall not incur costs on any program activity until the Environmental Review required by 24 CFR 58 has been completed and the Department has issued the "Notice of Release of Funds."
- E. Any program activities performed by the Grantee in the period between notification of award and execution of this Agreement shall be performed at the sole risk of the Grantee. In the event this agreement should not become effective, the Department shall be under no obligation to pay the Grantee for any costs incurred or monies spent in connection with program activities, or to otherwise pay for any activities performed during such period. However, upon execution of this Agreement, all Program Costs incurred in connection with approved activities performed during this period shall be reimbursed in accordance with the terms and conditions of this Agreement.
- F. Grant funds may not, without advance written approval by the Department, be obligated after the Completion Date except for those activities required for close-out. Obligations incurred prior to and still outstanding as of the Completion Date shall be liquidated within ninety (90) days.
- G. At any time during the period of performance under this Agreement, and upon receipt of the progress and financial reports, Final Program Report or Final Audit Report, the Department may review all Program Costs incurred by the Grantee and all payments made to date. Upon such review the Department shall disallow any items of expense which are not determined to be allowable or are determined to be in excess of approved expenditures; and shall, by written notice specifying the disallowed expenditures, inform the Grantee of any such disallowance.
- H. If the Department disallows costs for which payment has not yet been made, it shall refuse to pay such costs. If payment has been made with respect to costs which are subsequently disallowed, the Department may deduct the amount of disallowed costs from any future payments under this Agreement or require that the Grantee refund the amount of the disallowed costs.

X. Requisition of Grant Funds

- A. Requisitions for cash advances shall be made on the established forms and shall not ordinarily be made more frequently than twice a month or in amounts less than \$3,000 and in no cases more than \$200,000.
- B. The Grantee shall establish procedures to insure that any amounts of cash in excess of the limits set forth in (A) above shall be expended within three (3) days of receipt of the funds in the depository account.
- C. Cash advances made by the Grantee to subgrantees shall conform substantially to the same standards of timing and amount as apply to the Grantee under this Agreement.
- D. Amounts withheld from contractor to assure satisfactory completion of work shall not be paid until the Grantee has received a final payment request from the contractor and has certified the work is complete and satisfactory.
- E. The Department may terminate advance financing and require the Grantee to finance its operations with its own working capital should it be determined that the Grantee is unwilling or unable to establish procedures to minimize the time lapsing between cash advances and disbursement. Payments to the Grantee would then be made only as reimbursement for actual cash disbursements.

XI. Depositories for Program Funds

- A. The Grantee shall maintain a separate record for money received under the Community Development Program. Into this fund shall be deposited:
 - 1. Moneys received from the Department.
 - 2. Program income earned through program activities.
- B. Any interest earned, prior to disbursement, on advances of grant funds shall be remitted to the State for subsequent return to the United States Treasury.

XII. Financial Management

- A. Grantees shall establish and maintain a system which assures effective control over and accountability for all funds, property and other assets used in the Community Development Program.
- B. Grantees shall either adopt the system recommended by the Department or certify to the Department, in writing, prior to making the first requisition of funds that the alternative system proposed for use shall meet the following standards:
 - 1. Maintenance of separate accounting records and source documentation for the Community Development Program;
 - 2. Provision for accurate, current and complete disclosure of the financial status of the Program;
 - 3. Establishment of records of budgets and expenditures for each approved activity;
 - 4. Demonstration of the sequence and status of receipts, obligations, disbursements and fund balance;
 - 5. Provision of financial status reports in the form specified by the Department;
 - 6. Compliance with the Department's audit requirements (2 CFR Part 200); and
 - 7. Consistency with generally accepted accounting principles as specified by the Kansas Department of Administration, unless a waiver of GAAP has been received by the Grantee from the Kansas Director of Accounts and Reports.

XIII. Monitoring and Reporting

- A. The Grantee shall monitor the activities of the Community Development Program, including those of contractors and subcontractors, to assure that all program requirements are being met.
- B. The Grantee shall submit progress and financial reports to the Department in accordance with the schedule set forth in the SPECIAL CONDITIONS. These reports shall be in a format prescribed by the Department.
- C. The Grantee shall submit a Final Program Report with the close-out no later than ninety (90) days following the Completion Date.
- D. From time to time, as requested in writing by the Department, the Grantee shall submit such data and other information as the Department may require.
- E. Failure to report as required or respond to requests for data or information in a timely manner may be grounds for suspension or termination of the Grant.

XIV. Procurement Procedures

- A. The Grantee shall use established procurement procedures which reflect applicable State and local laws and regulations and the Department's Procedures for the establishment of procurement systems.
- B. These standards do not relieve the Grantee of any contractual responsibilities under its contracts. The Grantee is responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements entered into support of a grant. These include but are not limited to source evaluation, protests, disputes, and claims.

XV. Bonding Requirements

- A. When administering federal grants and subgrants, a Grantee may follow its own requirements and practices with respect to: (1) bonding of employees and contractors, and (2) insurance. Federal grantor agencies are not permitted to impose requirements beyond those listed below. The government-wide grants management common rule, "Uniform Administrative Requirements for Grants to State and Local Governments," contains bonding requirements only for circumstances when a grantee contracts for construction or facility improvement (including alteration and renovation) and the bids and contracts exceed \$25,000. The following types of bonds are required in the "Procurement" section of the common rule:

- A 100 percent “performance bond” on the part of the contractor to secure fulfillment of all the contractor’s obligations under the contract; and
 - A 100 percent “payment bond” on the part of the contractor to assure payment, as required by law, of all persons supplying labor and materials as part of work provided under the contract.
- B. The Department reserves the right to promulgate and enforce bonding procedures and requirements applicable to any project.
- C. All bonds shall be procured from a surety company registered and licensed to do business in the State of Kansas and countersigned by its Kansas resident agent.

XVI. Program Income

- A. Program Income, as defined in the Final Statement, means gross income earned by the Grantee from activities supported by grants made by the Department under the provisions of the Federal Act, or as otherwise defined by the Department.
- B. All Program Income from a project funded by this Agreement may be retained by the Grantee (unless specified as a Special Condition to this agreement) and shall be added to funds committed to the support of the program established by this Agreement or for such eligible program activities as may be authorized by the Department. This income shall be disbursed to the maximum extent feasible prior to requisitioning additional funds under this agreement.

XVII. Program Close-out Procedures

- A. Program close-out is the process by which the Department determines that all applicable administrative and financial actions and all required work of the program including audit and resolution of audit findings have been completed or that there are no additional benefits likely to occur by continuation of program activities or costs. All findings from Department monitoring visits must be cleared prior to close-out.
- B. The Completion Date is the date specified in Section IV., Period of Performance, of this Agreement or amendment thereto, on which assistance ends for all program activities except those required to complete the close-out or the date on which the grant is suspended or terminated.
- C. The Grantee shall submit to the Department close-out documents covering the entire program within ninety (90) days of completion date. Additionally, one copy must be placed where other program documents are available for public review, and at least one copy must remain in the Grantee’s files. The Department may grant extensions to the time for submission of these documents when so requested by the Grantee in writing.
- D. The Department retains the right to recover any appropriate amount of unobligated program funds.
- E. The Grantee shall account for any property acquired with grant funds, or received from the federal or state government in accordance with the Department’s property management procedures.

XVIII. Termination for Convenience

- A. The Department or Grantee may terminate the grant in whole, or in part, when both parties agree that the continuation of the program would not produce beneficial results commensurate with the further expenditure of funds.
- B. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated.
- C. The Grantee shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The Grantee shall be allowed full credit for noncancelable obligations, property incurred prior to termination.

XIX. Suspension or Termination-for-Cause

- A. The Department may suspend the grant, in whole or in part, at any time during the Grant Period, and upon reasonable notice to the Grantee withhold further payments or prohibit the Grantee from incurring additional obligations of grant funds when it is determined that the Grantee has failed to substantially comply with the conditions of this Agreement. This will be done pending corrective action by the Grantee or a decision by the Department to terminate the grant. The Department shall allow all necessary and proper costs which the Grantee could not reasonably avoid during the period of suspension.
- B. The Department, after reasonable notice following procedures pursuant to Final Statement may terminate the grant, in whole or in part, at any time during the Grant Period when it is determined that the Grantee has failed to substantially comply with the conditions of this Agreement. The Department shall promptly notify the Grantee in writing, of the determination and the reasons for the termination, together with the effective date and may initiate procedures to recapture all funds advanced to Grantee.
- C. Payments made to the Grantee or recoveries by the Department under grants which have been suspended or terminated for cause shall be in accord with the legal rights and liabilities of the parties.

XX. Audit Requirements

- A. The Grantee shall arrange for the performance of annual financial/compliance audits of the grant project. All audits must be performed by an independent qualified auditor. The audit period is identical with the Grantee's regular fiscal year. The audit(s) will be conducted in accordance with the requirements set forth in the audit section of the Kansas CDBG Handbook, which are based on 2 CFR Part 200.
 - 1. If the local government expends \$750,000 or more of Federal grant assistance from all programs, it must have an annual audit performed in accordance with 2 CFR Part 200. An audit is a financial and compliance audit that covers the entire operations of the local government, rather than being limited to the CDBG project or other Federal grants.
 - 2. If the local government expends less than \$750,000 in a fiscal year, it will be the option of the Department of Commerce to determine if a project specific audit will be required. If such audit is required, it will be procured and paid for by the Department.
 - 3. Grantee's will be required to submit the "audit information form" to the Department of Commerce each fiscal year. This form must be submitted to the Department by or before May 15th of each fiscal year.
- B. Grantees are required to submit one copy of a fiscal year audit report covering the program. The audit reports shall be sent within 30 days after the completion of the audit, but no later than the nine months after the end of the audit period unless agreed to by the Department.
- C. If any expenditures are disallowed as a result of the Final Audit Report, the obligation for reimbursement to the Kansas Small Cities Community Development Block Grant Program shall rest with the Grantee.

XXI. Retention of and Access to Records

- A. Financial records, supporting documents, statistical records, and all other records pertinent to this program shall be retained in accordance with the Department's Procedures.
- B. Authorized representatives of the Department, the Secretary of HUD, the Inspector General of the United States, or the U.S. General Accounting Office shall have access to all books, accounts, records, reports, files, papers, things, or property belonging to, or in use by, the Grantee pertaining to the administration of these grants and the receipt of assistance under the Small Cities CDBG program as may be necessary to make audits, examinations, excerpts, and transcripts for a period of three years after the entire State CDBG grant year you were awarded from has been closed out by HUD.
- C. Any contract or agreement entered into by the Grantee shall contain language comparable to subsection (B) so as to assure access by authorized parties to the pertinent records of any subgrantee, contractor, or subcontractor.

XXII. Conflict of Interest

- A. In the procurement of supplies, equipment, construction and services by Grantees and subgrantees, the conflict of interest provisions of the Kansas Department of Commerce as provided at 2 CFR Part 200 shall apply.
- B. No member of the Governing Body, officer or employee of the Grantee, or its designees or agents, or any other person who exercises any functions or responsibilities with respect to the program assisted by this Agreement during his tenure or for one year thereafter, shall have any direct interest in any contract or subcontract, or the proceeds thereof, for the work to be performed in connection with the program.
- C. The Grantee shall incorporate, or cause to be incorporated, in all third party agreements, a provision prohibiting such interest pursuant to the purpose of this Section.
- D. The Grantee shall not employ, nor shall permit any third party to employ any employee of the Department.

XXIII. Equal Opportunity

In addition to all equal opportunity provisions and the Assurances incorporated by reference herein, the Grantee agrees to comply with all of the requirements of the Kansas Acts Against Discrimination relating to fair employment practices, to the extent applicable and shall cause the foregoing provisions to be inserted in all contracts with third parties for any work covered by this Agreement so that such provisions will be binding upon such third parties.

Grantee will conduct and administer the grant in conformity with Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq., as amended) and the Fair Housing Act (42 USC 3601-20) and will affirmatively further fair housing.

XXIV. Waiver of Enforcement

A waiver by the Department of the right to enforce any provision of this Agreement shall not be deemed a waiver of the right to enforce each and all of the provisions herein.

XXV. Reversion of Assets

- A. Consistent with the provisions at 24 CFR 570.703, the Grantee shall transfer any CDBG funds on hand at the time of expiration of the Agreement and any accounts receivable attributable to the use of CDBG funds to the Department.
- B. Any real property under the Grantee's control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 shall be used for its original intended purpose for five years after expiration of the agreement. Should the Grantee fail to utilize said property for its intended purpose, the Grantee shall pay the Department an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property.

XXVI. Budget Amendments and Other Changes

- A. During the implementation of the grant project, the Grantee may revise the CDBG activities amounts in the CONTRACT PROJECT BUDGET FORM; provided that:
 - 1. The cumulative effect of the revision is to not make line item budget transfers which exceed ten percent of the total grant or \$10,000 cumulative of CDBG monies, whichever is less.
 - 2. The change does not increase any professional services of the CDBG approved budget;
 - 3. The change will not significantly change the scope, location or objectives of the approved activities; and
 - 4. The change does not add or eliminate any activity.
- B. Any such changes to this Agreement shall constitute an amendment, including time extension of the completion date.

- C. The Grantee shall notify the Department if, through the use of other funds, there is an intention to expand, enhance or add to the scope of the program covered by the Agreement, or there is a proposal to undertake activities that will have an impact upon the buildings, areas or activities of this program. The Department reserves the right to require an amendment to this Agreement if such is deemed necessary.
- D. Amendments to the terms and conditions of this Agreement shall not become effective unless reduced to writing, applicable standard forms submitted in duplicate, passed by Resolution of the governing body, and signed by the duly authorized representative of the Grantee, and signed by the Department.
- E. I hereby certify that I have knowledge of all activities in the above-referenced grant. I also certify that I am aware that the regulations of the CDBG program prevent the use of any facility built or rehabilitated with CDBG funds, or any portion thereof, to be used for the conduct of official business. By accepting the above-referenced grant award, I certify that no portion of the above grant award violates this regulation.

Copies or originals of all CDBG recipient files and documentation must be maintained at the recipient's principal place of business.

We, the undersigned, have read and understood the above document and hereby agree to the terms and conditions contained herein.

DATED BY THE DEPARTMENT OF COMMERCE THIS _____ DAY OF _____, 20 ____.

STATE OF KANSAS
DEPARTMENT OF COMMERCE

By: _____
CDBG Program
Kansas Department of Commerce

By: _____
Notary Public, State of Kansas

City of Russell Kansas
(Grantee)

By: _____
(Name) (Title)

(SEAL)

ATTEST: _____
(For the Grantee)

SPECIAL CONDITIONS

In addition to the general terms and conditions of this Agreement, the Grantee and the Department hereby agree to the following Special Conditions:

1. As provided in Section IX., Program Costs, F., the Notification of Award for the grant under this Agreement is dated **JANUARY 17, 2020**.
2. As provided in Section XIII., Monitoring and Reporting, B., the Grantee shall submit Quarterly Progress Reports to the Department. The reporting periods consist of January/February/March, April/May/June, July/August/September and October/November/December. Quarterly Progress Reports are to be submitted to the Department on or before ten (10) days after the end of each quarter. A Quarterly Progress Report shall be submitted for each quarter, or portion thereof, during the Period of Performance as provided in Section IV. Any extension of time approved by the Department will require additional Quarterly Progress and Financial Reports to be submitted in accordance with the above-referenced schedule.
3. As provided in Section IV., Period of Performance, all activities assisted by this Agreement shall be completed on **MARCH 14, 2022** except for those activities required to close out the program, such as the Final Program Report and the Final Audit Report.
4. As provided in Section XIII., Monitoring and Reporting, C., the Grantee shall submit a Final Program Report to the Department on or before **JUNE 14, 2022**.
5. The Grantee shall not use funds that have been granted by HUD under the Federal Act, or which may have been accrued as a consequence of activities supported with such grant funds (program income), in whole or in part for the support of the Activities covered by this Grant Agreement without first having secured the express written approval of HUD.
6. The Grantee shall be permitted to satisfy the program audit requirements of Section XX., Audit Requirements, by conducting a single municipal government-wide financial audit at the time of an annual audit provided for by Kansas law. Said audit will be completed on or before September 30 of each year the grant is open and one year after the grant is closed. Grantees receiving federal assistance in any fiscal year must have an audit made in accordance with 2 CFR Part 200 for such fiscal year unless exempted under 2 CFR Part 200. Those Grantees having expended \$750,000 or more of total federal funds from all sources must have an annual audit.
7. Will require each unit of local government to be distributed Title I funds to adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations in accordance with Section 519 of Public Law 101-144, (the 1990 HUD Appropriations Act) and prohibiting the barring of entrance or exit to any facility or location which is the subject of such demonstration (Cranston-Gonzales National Affordable Housing Act).
8. In addition to the above certifications, the undersigned also makes the certification required which is attached regarding Lobbying.

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Date

Official

Grantees are required to keep records until three years after the entire CDBG grant year from HUD has been closed out.

ACTIVITY	CDBG FUNDS	OTHER FUNDS	SOURCE OF OTHER FUNDS	TOTAL COST
1. Public Facilities/Construction				
a. Water/Lines/Treatment				\$ -
b. Sewer/Lines/Treatment				\$ -
c. Street Improvements	\$ 580,000	\$ 644,500	City	\$ 1,224,500
d. Drainage/Flood				\$ -
e. Center/Facility				\$ -
f. Other (Identify)				\$ -
g. Acquisition, including easements				\$ -
h. Engineering Design		\$ 122,500	City	\$ 122,500
i. Construction Inspection		\$ 225,000	City	\$ 225,000
j. Architectural Services				\$ -
k. Other Professional Services				\$ -
Public Facility Activities Total	\$ 580,000	\$ 992,000	City	\$ 1,572,000
2. Housing Activities				
a. Housing Rehabilitation				\$ -
b. Lead-Based Paint Activities				\$ -
c. Demolition				\$ -
d. Acquisition				\$ -
e. Relocation				\$ -
f. New Construction				\$ -
g. Housing Inspection				\$ -
Housing Activities Total	\$ -	\$ -		\$ -
3. Administration				\$ -
a. Administrative Activities	\$ 20,000	\$ 800	City	\$ 20,800
b. Legal				\$ -
c. Audit				\$ -
Administration Total	\$ 20,000	\$ 800	City	\$ 20,800
ALL ACTIVITIES TOTAL	\$ 600,000	\$ 992,800	City	\$ 1,592,800



City Council Agenda Form

Meeting Date: February 18, 2020
Agenda Item Title: KDOT Agreement for Edward Avenue Realignment / Extension Project
Department: City Manager

Agenda Item Description: Kansas Department of Transportation Agreement for Edward Avenue Project

Background: As part of the estimated \$2.76 million Edward Avenue project - the realignment and extension of Edward Avenue, removal of Front Street entrances, and the construction of a center median on S. Fossil - staff has secured \$1.7 million in Access Management grant funding from KDOT.

Council previously authorized an agreement with Bartlett & West for design engineering services for this project. Through this process Bartlett & West has worked closely with city staff, KDOT and local businesses. We continue to work on right-of-way acquisition.

Agreement No 63-20 defines the responsibilities of the City and KDOT for this project. Bid letting is scheduled for Spring 2021 with construction during the spring and summer of 2021.

City Attorney Review/ Comment: 02/17/2020

Funding Source: KDOT, Capital Improvement Fund, TIF Revenues

Options:

1. Approve Agreement No 63-20 with KDOT for Project No. KA-5610-01, commonly referred to as the Edward Avenue realignment and extension project.
2. Take no action - the project will be put on hold indefinitely until replacement funding of \$1.7M is acquired.

Staff Recommendation: Approve Agreement No 63-20 with KDOT for Project No. KA-5610-01, commonly referred to as the Edward Avenue realignment and extension project.

Attachment(s): Agreement No. 63-20 for Project No. KA-5610-01

PROJECT NO. KA-5610-01
CONSTRUCTION
CITY OF RUSSELL, KANSAS

AGREEMENT

This Agreement is between the **Secretary of Transportation**, Kansas Department of Transportation (KDOT) (the “Secretary”) and the **City of Russell, Kansas** (“City”), collectively, the “Parties.”

RECITALS:

- A. The City has requested and Secretary has authorized a Corridor Management construction project, as further described in this Agreement.
- B. The Secretary and the City are empowered by the laws of Kansas to enter into agreements for the construction and maintenance of city streets utilizing state funds.
- C. Cities are, under certain circumstances, entitled to receive assistance in the financing of the construction and reconstruction of streets and state highways, provided however, in order to be eligible for state aid, such work is required to be done in accordance with the laws of Kansas.

NOW THEREFORE, in consideration of these premises and the mutual covenants set forth herein, the Parties agree to the following terms and provisions.

ARTICLE I

DEFINITIONS: The following terms as used in this Agreement have the designated meanings:

1. “**Agreement**” means this written document, including all attachments and exhibits, evidencing the legally binding terms and conditions of the agreement between the Parties.
2. “**City**” means the City of Russell, Kansas, with its place of business at 133 W. 8th Street, Russell KS 67665.
3. “**Construction**” means the work done on the Project after Letting, consisting of building, altering, repairing, improving or demolishing any structure, building or highway; any drainage, dredging, excavation, grading or similar work upon real property.
4. “**Construction Contingency Items**” mean unforeseeable elements of cost within the defined project scope identified after the Construction phase commences.
5. “**Construction Engineering**” means inspection services, material testing, engineering consultation and other reengineering activities required during Construction of the Project.

6. **“Consultant”** means any engineering firm or other entity retained to perform services for the Project.
7. **“Contractor”** means the entity awarded the Construction contract for the Project and any subcontractors working for the Contractor with respect to the Project.
8. **“Design Plans”** means design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies necessary for the Project under this Agreement.
9. **“Effective Date”** means the date this Agreement is signed by the Secretary or the Secretary’s designee.
10. **“Encroachment”** means any building, structure, farming, vehicle parking, storage or other object or thing, including but not limited to signs, posters, billboards, roadside stands, fences, or other private installations, not authorized to be located within the Right of Way which may or may not require removal during Construction pursuant to the Design Plans.
11. **“FHWA”** means the Federal Highway Administration, a federal agency of the United States.
12. **“Hazardous Waste”** includes, but is not limited to, any substance which meets the test of hazardous waste characteristics by exhibiting flammability, corrosivity, or reactivity, or which is defined by state and federal laws and regulations, and any pollutant or contaminant which may present an imminent and substantial danger to the public health or welfare, including but not limited to leaking underground storage tanks. Any hazardous waste as defined by state and federal laws and regulations and amendments occurring after November 11, 1991, is incorporated by reference and includes but is not limited to: (1) 40 C.F.R. § 261 et seq., Hazardous Waste Management System; Identification and Listing of Hazardous Waste; Toxicity Characteristics Revisions; Final Rule; (2) 40 C.F.R. § 280 et seq., Underground Storage Tanks; Technical Requirements and State Program Approval; Final Rules; (3) 40 C.F.R. § 300, National Oil and Hazardous Substances Pollution Contingency Plan; Final Rule; and (4) K.S.A. 65-3430 et seq., Hazardous Waste.
13. **“KDOT”** means the Kansas Department of Transportation, an agency of the state of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS, 66603-3745.
14. **“Letting” or “Let”** means the process of receiving bids prior to any award of a Construction contract for any portion of the Project.
15. **“Non-Participating Costs”** means the costs of any items or services which the Secretary, acting on his own behalf, reasonably determines are not Participating Costs.
16. **“Participating Costs”** means expenditures for items or services which are an integral part of highway, bridge and road construction projects, as reasonably determined by the Secretary.

17. **“Parties”** means the Secretary of Transportation and KDOT, individually and collectively, and the City.
18. **“Preliminary Engineering”** means pre-construction activities, including but not limited to design work, generally performed by a consulting engineering firm that takes place before Letting.
19. **“Project”** means all phases and aspects of the Construction endeavor to be undertaken by the City, as and when authorized by the Secretary prior to Letting, being: **the realignment and extension of Edwards Avenue, removal of Front Street entrances, and the construction of a center median on US-281 in Russell, Kansas**, and is the subject of this Agreement.
20. **“Project Limits”** means that area of Construction for the Project, including all areas between and within the Right of Way boundaries as shown on the Design Plans.
21. **“Responsible Bidder”** means one who makes an offer to construct the Project in response to a request for bid with the technical capability, financial capacity, human resources, equipment, and performance record required to perform the contractual services. The bidder must be eligible and listed on KDOT’s prequalified list.
22. **“Right of Way”** means the real property and interests therein necessary for Construction of the Project, including fee simple title, dedications, permanent and temporary easements, and access rights, as shown on the Design Plans.
23. **“Secretary”** means the Secretary of Transportation of the state of Kansas, and his or her successors and assigns.
24. **“Utilities” or “Utility”** means all privately, publicly or cooperatively owned lines, facilities and systems for producing, transmitting or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, and other similar commodities, including non-transportation fire and police communication systems which directly or indirectly serve the public.

ARTICLE II

SECRETARY RESPONSIBILITIES:

1. **Technical Information on Right of Way Acquisition.** The Secretary will provide technical information upon request to help the City acquire rights of way in accordance with the laws and with procedures established by KDOT’s Bureau of Right of Way and the Office of Chief Counsel such that the City may obtain participation of state funds in the cost of the Project.
2. **Payment of Costs.** The Secretary agrees to reimburse the City for one hundred percent (100%) of the total actual costs of Construction (which includes the costs of all Construction Contingency Items), but not to exceed \$1,700,000.00 for the Project. The Secretary shall not be

responsible for the total actual costs of Preliminary Engineering, Construction Engineering, Right of Way, or Utility adjustments for the Project.

3. **Reimbursement Payments.** The Secretary agrees to make partial payments to the City for amounts not less than \$1,000 and no more frequently than monthly. Such payments will be made after receipt of proper billing and approval by a licensed professional engineer employed by the City that the Project is being constructed within substantial compliance of the Design Plans.

ARTICLE III

CITY RESPONSIBILITIES:

1. **Legal Authority.** The City agrees to adopt all necessary ordinances and/or resolutions and to take such administrative or legal steps as may be required to give full effect to the terms of this Agreement.

2. **Design and Specifications.** The City shall be responsible to make or contract to have made Design Plans for the Project.

3. **Letting and Administration by City.** The City shall Let the contract for the Project and shall award the contract to the lowest Responsible Bidder upon concurrence in the award by the Secretary. The City further agrees to administer the construction of the Project in accordance with the Design Plans, and the documents set forth in Article III, paragraph 4 below, and to administer the payments due the Contractor, including the portion of the cost borne by the Secretary.

4. **Conformity with State and Federal Requirements.** The City shall be responsible to design the Project or contract to have the Project designed in conformity with the state and federal design criteria appropriate for the Project in accordance with the current Local Projects LPA Project Development Manual, Bureau of Local Project's (BLP) project memorandums, the current KDOT Design Manual, Geotechnical Bridge Foundation Investigation Guidelines, Bureau of Design's road memorandums, the current version of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions, and with any necessary Project Special Provisions required by the Secretary or by the City with the Secretary's concurrence, A Policy on Geometric Design of Highways and Streets of the American Association of State Highway and Transportation Officials Policy, the KDOT Access Management Policy, the KDOT Access Management Construction Project Guidelines, and the latest version, as adopted by the Secretary, of the Manual on Uniform Traffic Control Devices (MUTCD), as applicable.

5. **Submission of Design Plans to Secretary.** Upon their completion, the City shall have the Design Plans submitted to the Secretary by a licensed professional engineer attesting to the conformity of the Design Plans with the items in Article III, paragraph 4 above. The Design Plans must be signed and sealed by the licensed professional engineer responsible for preparation of the Design Plans. In addition, geological investigations or studies must be signed and sealed by either a licensed geologist or licensed professional engineer in accordance with K.S.A. 74-7042, who is responsible for the preparation of the geological investigations or studies.

6. **Consultant Contract Language.** The City shall include language requiring conformity with Article III, paragraph 4 above, in all contracts between the City and any Consultant with whom the City has contracted to perform services for the Project. In addition, any contract between the City and any Consultant retained by them to perform any of the services described or referenced in this paragraph for the Project covered by this Agreement must contain language requiring conformity with Article III, paragraph 4 above. In addition, any contract between the City and any Consultant with whom the City has contracted to prepare and certify Design Plans for the Project covered by this Agreement must also contain the following provisions:

(a) **Completion of Design.** Language requiring completion of all plan development stages no later than the current Project schedule's due dates, exclusive of delays beyond the Consultant's control.

(b) **Progress Reports.** Language requiring the Consultant to submit to the City (and to the Secretary upon request) progress reports at monthly or at mutually agreed intervals in conformity with the official Project schedule.

(c) **Third Party Beneficiary.** Language making the Secretary a third party beneficiary in the agreement between the City and the Consultant. Such language shall read:

“Because of the Secretary of Transportation of the State of Kansas’ (Secretary’s) obligation to administer state funds, federal funds, or both, the Secretary shall be a third party beneficiary to this agreement between the City and the Consultant. This third party beneficiary status is for the limited purpose of seeking payment or reimbursement for damages and costs the Secretary or the City or both incurred or will incur because the Consultant failed to comply with its contract obligations under this Agreement or because of the Consultant’s negligent acts, errors, or omissions. Nothing in this provision precludes the City from seeking recovery or settling any dispute with the Consultant as long as such settlement does not restrict the Secretary’s right to payment or reimbursement.”

7. **Responsibility for Adequacy of Design.** The City shall be responsible for and require any consultant retained by it to be responsible for the adequacy and accuracy of the Design Plans for the Project. Any review of these items performed by the Secretary or Secretary’s representatives is not intended to and shall not be construed to be an undertaking of the City’s and its Consultant’s duty to provide adequate and accurate Design Plans for the Project. Reviews by the Secretary are not done for the benefit of the Consultant, the construction Contractor, the City, any other political subdivision, or the traveling public. The Secretary makes no representation, express or implied warranty to any person or entity concerning the adequacy or accuracy of the Design Plans for the Project, or any other work performed by the Consultant or the City.

8. **Performance Bond.** The City further agrees to require the Contractor to provide a performance bond in a sum not less than the amount of the contract as awarded.

9. **Plan Retention.** The City will maintain a complete set of final Design Plans reproducible, as-built prints, approved shop drawings, and structural materials certification for five

(5) years after the Project's completion. The City further agrees to make such reproducible, prints, drawings, and certifications available for inspection by the Secretary upon request. The City shall provide access to or copies of all the above-mentioned documents to the Secretary.

10. **General Indemnification.** To the extent permitted by law and subject to the maximum liability provisions of the Kansas Tort Claims Acts as applicable, the City will defend, indemnify, hold harmless, and save the Secretary and the Secretary's authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property, or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by the City, the City's employees, agents, subcontractors or its consultants. The City shall not be required to defend, indemnify, or hold the Secretary harmless for negligent acts or omissions of the Secretary or Secretary's authorized representatives or employees.

11. **Indemnification by Contractors.** The City agrees to require the Contractor to indemnify, hold harmless, and save the Secretary and the City from personal injury and property damage claims arising out of the act or omission of the Contractor, the Contractor's agent, subcontractors (at any tier), or suppliers (at any tier). If the Secretary or the City defends a third party's claim, the Contractor shall indemnify the Secretary and the City for damages paid to the third party and all related expenses either the Secretary or the City or both incur in defending the claim.

12. **Authorization of Signatory.** The City shall authorize a duly appointed representative to sign for the City any or all routine reports as may be required or requested by the Secretary in the completion of the Project.

13. **Right of Way.** The City agrees to the following with regard to Right of Way:

(a) **Right of Way Acquisition.** The City will, in its own name, as provided by law, acquire by purchase, dedication or condemnation all the Right of Way shown on the final Design Plans in accordance with the schedule established by City. The City agrees the necessary Right of Way shall be acquired in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987, and administrative regulations contained in 49 C.F.R. Part 24, entitled Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs. The City shall certify to the Secretary, on forms provided by the KDOT's Bureau of Local Projects, such Right of Way has been acquired. The City further agrees it will have recorded in the Office of the Register of Deeds all Right of Way, deeds, dedications, permanent easements and temporary easements.

(b) **Right of Way Documentation.** The City will provide all legal descriptions required for Right of Way acquisition work. Right of way descriptions must be signed and sealed by a licensed land surveyor responsible for the preparation of the Right of Way descriptions. The City further agrees to acquire Right of Way in accordance with the laws and with procedures established by KDOT's Bureau of Right of Way and the Office of Chief Counsel. The City agrees copies of all documents, including recommendations and coordination for appeals, bills, contracts, journal entries, case files, or documentation

requested by the Office of Chief Counsel will be delivered within the time limits set by the Secretary.

(c) Relocation Assistance. The City will contact the Secretary if there will be any displaced person on the Project prior to making the offer for the property. The Parties mutually agree the Secretary will provide relocation assistance for eligible persons as defined in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987, and as provided in 49 C.F.R. Part 24, entitled Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs, and in general accordance with K.S.A. 58-3501 to 58-3507, inclusive, and Kansas Administrative Regulations 36-16-1 et seq.

(d) Non-Highway Use of Right of Way. Except as otherwise provided, all Right of Way provided for the Project shall be used solely for public street purposes. Any disposal of or change in the use of Right of Way or in access after Construction of the Project will require prior written approval by the Secretary.

(e) Trails and Sidewalks on Right of Way. With regard to any bike or pedestrian paths or sidewalks (“Trails/Sidewalks”) constructed pursuant to the Design Plans, the City agrees as follows:

(i) City Responsible for Repairs and Providing Alternative Accessible Routes. The City agrees that the primary purpose of the KDOT Right of Way is for the construction and maintenance of US-281. In the event that the construction or maintenance of US-281 reasonably requires the Trail/Sidewalk to be damaged or removed, the City shall be responsible for all repairs to the Trail/Sidewalk made necessary as a result of US-281 construction or maintenance. In the event the Trail/Sidewalk is temporarily closed or removed for any reason and for any length of time, the City will be wholly responsible for providing an alternative accessible path and for compliance with all laws and regulations relating to accessibility.

(ii) Interference with KDOT Right of Way. If the Secretary, in his or her sole judgment, determines that continued use of the Trail/Sidewalk is or will interfere with KDOT use of its Right of Way or is otherwise rendered impractical, inconvenient, or unsafe for use by the traveling public, the City will remove the Trail/Sidewalk and restore the KDOT Right of Way location to its original condition prior to the Construction of the Trail/Sidewalk.

(iii) Incorporation of Trail/Sidewalk into Local Transportation System. The City agrees to take all steps necessary to designate the Trail/Sidewalk component of the Project as an integral part of its local transportation system, being primarily for transportation purposes and having only incidental recreational use for purposes of 49 U.S.C. § 303 and 23 C.F.R. 771.135.

(iv) Maintenance. When the Project is completed and final acceptance is issued, the City, at its own cost and expense, will maintain, including snow removal if required by law, the Trail/Sidewalk and make ample provision each year for such

maintenance. If notified by the State Transportation Engineer of any unsatisfactory maintenance condition, the City will begin the necessary repairs within a reasonable period and will prosecute the work continuously until it is satisfactorily completed. Any notification by the State Transportation Engineer, however, is not intended to and shall not be construed to be an undertaking of the City's absolute duty and obligation to maintain the Trail/Sidewalk.

14. **Removal of Encroachments.** The City shall initiate and proceed with diligence to remove or require the removal of all Encroachments either on or above the limits of the Right of Way within its jurisdiction as shown on the final Design Plans for this Project. It is further agreed all such Encroachments will be removed before the Project is advertised for Letting; except the Secretary may permit the Project to be advertised for Letting before such Encroachment is fully removed if the Secretary determines the City and the owner of the Encroachment have fully provided for the physical removal of the Encroachment and such removal will be accomplished within a time sufficiently short to present no hindrance or delay to the Construction of the Project.

15. **Future Encroachments.** Except as provided by state and federal laws, the City agrees it will not in the future permit Encroachments upon the Right of Way of the Project, and specifically will require any gas and fuel dispensing pumps erected, moved, or installed along the Project be placed no less than the distance permitted by the National Fire Code from the Right of Way line.

16. **Utilities.** The City agrees to the following with regard to Utilities:

(a) **Utility Relocation.** The City will move or adjust, or cause to be moved or adjusted, and will be responsible for such removal or adjustment of all existing Utilities necessary to construct the Project in accordance with the final Design Plans. New or existing Utilities to be installed, moved, or adjusted will be located or relocated in accordance with the current version of the KDOT Utility Accommodation Policy (UAP), as amended or supplemented.

(b) **Status of Utilities.** The City shall furnish the Secretary a list identifying existing and known Utilities affected, together with locations and proposed adjustments of the same and designate a representative to be responsible for coordinating the necessary removal or adjustment of Utilities.

(c) **Time of Relocation.** The City will expeditiously take such steps as are necessary to facilitate the early adjustment of any Utilities, initiate the removal or adjustment of the Utilities, and proceed with reasonable diligence to prosecute this work to completion. The City shall certify to the Secretary on forms supplied by the Secretary that all Utilities required to be moved prior to Construction have either been moved or a date provided by the City as to when, prior to the scheduled Letting and Construction, Utilities will be moved. The City shall move or adjust or cause to be moved or adjusted all necessary Utilities within the time specified in the City's certified form except those necessary to be moved or adjusted during Construction and those which would disturb the existing street surface. The City will initiate and proceed to complete adjusting the remaining Utilities not required to be moved during Construction so as not to delay the Contractor in Construction of the Project.

(d) Permitting of Private Utilities. The City shall certify to the Secretary all privately owned Utilities occupying public Right of Way required for the Construction of the Project are permitted at the location by franchise, ordinance, agreement or permit and the instrument shall include a statement as to which party will bear the cost of future adjustments or relocations required as a result of street or highway improvements.

(e) Indemnification. To the extent permitted by law, the City will indemnify, hold harmless, and save the Secretary and the Contractor for damages incurred by the Secretary and Contractor because identified Utilities have not been moved or adjusted timely or accurately.

(f) Cost of Relocation. Except as provided by state and federal laws, the expense of the removal or adjustment of the Utilities located on public Right of Way shall be borne by the owners. The expense of the removal or adjustment of privately owned Utilities located on private Right of Way or easements shall be borne by the City except as provided by state and federal laws.

17. Hazardous Waste. The City agrees to the following with regard to Hazardous Waste:

(a) Removal of Hazardous Waste. The City shall locate and be responsible for remediation and cleanup of any Hazardous Waste discovered within the Project Limits. The City shall take appropriate action to cleanup and remediate any identified Hazardous Waste prior to Letting. The City will also investigate all Hazardous Waste discovered during Construction and shall take appropriate action to cleanup and remediate Hazardous Waste. The standards to establish cleanup and remediation of Hazardous Waste include, but are not limited to, federal programs administered by the Environmental Protection Agency, State of Kansas environmental laws and regulations, and local government standards where the Hazardous Waste is located.

(b) Responsibility for Hazardous Waste Remediation Costs. The City shall be responsible for all damages, fines or penalties, expenses, fees, claims and costs incurred from remediation and cleanup of any Hazardous Waste within the Project Limits which is discovered prior to Letting or during Construction.

(c) Hazardous Waste Indemnification. The City shall hold harmless, defend, and indemnify the Secretary, the Secretary's agents and employees from all claims, including contract claims and associated expenses, and from all fines, penalties, fees or costs imposed under state or federal laws arising out of or related to any act of omission by the City in undertaking cleanup or remediation for any Hazardous Waste.

(d) No Waiver. By signing this Agreement the City has not repudiated, abandoned, surrendered, waived or forfeited its right to bring any action, seek indemnification or seek any other form of recovery or remedy against any third party responsible for any Hazardous Waste on any Right of Way within the Project limits. The City reserves the right to bring any action against any third party for any Hazardous Waste on any Right of Way within the Project limits.

18. **Inspections.** The City is responsible to provide Construction Engineering for the Project in accordance with the documents identified in Article III, paragraph 4 above.

(a) **By City Personnel.** City personnel who are fully qualified to perform the inspection services in a competent and professional manner may be utilized by the City to inspect the Project, in which case the City shall provide the Secretary with a list of such personnel who will act as the assigned inspectors and their certifications.

(b) **By a Consultant.** If the City does not have sufficient qualified engineering employees to accomplish the Construction Engineering on this Project, it may engage the professional services of a qualified consulting engineering firm to do the necessary services. However, any Consultant retained must represent it is in good standing and full compliance with the statutes of the State of Kansas for registration of professional engineers, the FHWA, and all Federal agencies, provide personnel who are fully qualified to perform the services in a competent and professional manner, and provide the Secretary with a list of assigned inspectors and their certifications.

(c) **Protective Clothing.** The City will require at a minimum all City personnel and all Consultant personnel performing Construction Engineering comply with the high visibility requirements of the MUTCD, Chapter 6E.02, High-Visibility Safety Apparel. If the City executes an agreement for Construction Engineering, the agreement shall contain this requirement as a minimum. The City may set additional clothing requirements for adequate visibility of personnel.

19. **Corrective Work.** Representatives of the Secretary may make periodic inspections of the Project and the records of the City as may be deemed necessary or desirable. The City will direct or cause its contractor to accomplish any corrective action or work required by the Secretary's representative as needed for a determination of state participation. The Secretary does not undertake (for the benefit of the City, the Contractor, the Consultant, or any third party) the duty to perform day-to-day detailed inspection of the Project or to catch the Contractor's errors, omissions or deviations from the final Design Plans.

20. **Traffic Control.** The City agrees to the following with regard to traffic control for the Project:

(a) **Temporary Traffic Control.** The City shall provide a temporary traffic control plan within the Design Plans, which includes the City's plan for handling multi-modal traffic during Construction, including detour routes and road closings, if necessary, and installation of alternate or temporary pedestrian accessible paths to pedestrian facilities in the public Right of Way within the Project Limits. The City's temporary traffic control plan must be in conformity with the latest version of the MUTCD, as adopted by the Secretary, and be in compliance with the American Disabilities Act of 1990 (ADA) and its implementing regulations at 28 C.F.R. Part 35, and FHWA rules, regulations, and guidance pertaining to the same. The Secretary or the Secretary's authorized representative may act as the City's agent with full authority to determine the dates when any road closings will commence and terminate. The Secretary or the Secretary's authorized representative shall notify the City of the determinations made pursuant to this section.

(b) **Permanent Traffic Control.** The location, form and character of informational, regulatory and warning signs, of traffic signals and of curb and pavement or other markings installed or placed by any public authority, or other agency as authorized by K.S.A. 8-2005, must conform to the manual and specifications adopted under K.S.A. 8 2003, and any amendments thereto are incorporated by reference.

(c) **Parking Control.** The City will control parking of vehicles on the City streets throughout the length of the Project covered by this Agreement. On street parking will be permitted until such time as parking interferes with the orderly flow of traffic along the street.

(d) **Traffic Movements.** The arterial characteristics inherent in the Project require uniformity in information and regulations to the end that traffic may be safely and expeditiously served. The City shall adopt and enforce rules and regulations governing traffic movements as may be deemed necessary or desirable by the Secretary.

21. **Access Control.** The City will maintain the control of access rights and prohibit the construction or use of any entrances or access points along the Project within the City other than those shown on the final Design Plans and in accordance with the KDOT **Access Management Policy**, unless prior approval is obtained from the Secretary.

22. **Maintenance.** When the Project is completed and final acceptance is issued, the City will, at its own cost and expense, maintain the Project and will make ample provision each year for such maintenance. If notified by the State Transportation Engineer of any unsatisfactory maintenance condition, the City will begin the necessary repairs within thirty (30) days and will prosecute the work continuously until it is satisfactorily completed.

23. **Financial Obligation.** The City will be responsible for one hundred percent (100%) of the total actual costs of Construction (which includes the costs of all Construction Contingency Items) that exceed \$1,700,000.00 for the Project. Further, the City agrees to be responsible for one hundred percent (100%) of the total actual costs of Preliminary Engineering, Construction Engineering, Right of Way, and Utility adjustments for the Project. The City shall also pay for any Non-Participating Costs incurred for the Project.

24. **Prior Costs Incurred.** The City shall be responsible for one hundred percent (100%) of any Project costs incurred by the City for the Project prior to the funding for the Project being authorized, obligated, and approved by the Secretary.

25. **Audit.** The City will participate and cooperate with the Secretary in an annual audit of the Project. The City shall make its records and books available to representatives of the Secretary for audit for a period of five (5) years after date of final payment under this Agreement. If any such audits reveal payments have been made with state funds by the City for items considered Non-Participating Costs, the City shall promptly reimburse the Secretary for such items upon notification by the Secretary.

26. **Accounting.** Upon request by the Secretary and in order to enable the Secretary to report all costs of the Project to the legislature, the City shall provide the Secretary an accounting of CITY – Access Management (City Design-City Let-State Aid) Master (Rev.03-2016)

all actual Non-Participating Costs which are paid directly by the City to any party outside of the Secretary and all costs incurred by the City not to be reimbursed by the Secretary for Preliminary Engineering, Right of Way, Utility adjustments, Construction, and Construction Engineering work phases, or any other major expense associated with the Project.

27. **Cancellation by City.** If the City cancels the Project, it will reimburse the Secretary for any costs incurred by the Secretary prior to the cancellation of the Project. The City agrees to reimburse the Secretary within thirty (30) days after receipt by the City of the Secretary's statement of the cost incurred by the Secretary prior to the cancellation of the Project.

ARTICLE V

GENERAL PROVISIONS:

1. **Incorporation of Documents.** The final Design Plans, special provisions, Construction Contract Proposal (as available), the Project Procedures Manuals, the agreement estimate for Construction Engineering services (if applicable) and other Special Attachments (Index provides List of Special Attachments) are all essential documents of this Agreement and are hereby incorporated by reference and made a part of this Agreement.

2. **City Connecting Link.** The Parties have in the past entered into an agreement covering routine maintenance of the city connecting link and it is the Parties' intention that the agreement for routine maintenance shall remain in full force and effect and the mileage set out in the city connecting link maintenance agreement is not be affected by this Agreement. If necessary, the Parties will execute a new city connecting link maintenance agreement to include the Project.

3. **Compliance with Federal and State Laws.** The City agrees to comply with all appropriate state and federal laws and regulations applicable to the Project.

4. **Civil Rights Act.** The "Special Attachment No. 1, Rev. 09.20.17," pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.

5. **Contractual Provisions.** The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract and made a part hereof.

6. **Headings.** All headings in this Agreement have been included for convenience of reference only and are not to be deemed to control or affect the meaning or construction or the provisions herein.

7. **Binding Agreement.** This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary and the City and their successors in office.

8. **No Third Party Beneficiaries.** No third party beneficiaries are intended to be created by this Agreement and nothing in this Agreement authorizes third parties to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

IN WITNESS WHEREOF the Parties have caused this Agreement to be signed by their duly authorized officers as of the Effective Date.

ATTEST:

THE CITY OF RUSSELL, KANSAS

CITY CLERK (Date)

Raymond C. Mader, Mayor

Kansas Department of Transportation
Secretary of Transportation

(SEAL)

BY: _____
Burt Morey, P.E. (Date)
Deputy Secretary and
State Transportation Engineer

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract and made a part thereof.

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20____.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, *et seq.*) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to

comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) Contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) Contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it is determined that the contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be canceled, terminated, or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

6. **Acceptance of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority to Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility for Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, *et seq.*
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

KANSAS DEPARTMENT OF TRANSPORTATION

Special Attachment
To Contracts or Agreements Entered Into
By the Secretary of Transportation of the State of Kansas

PREAMBLE

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d to 2000d-4) and other nondiscrimination requirements and the Regulations, hereby notifies all contracting parties that it will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, color, national origin, sex, age, disability, income-level or Limited English Proficiency (“LEP”).

CLARIFICATION

Where the term “contractor” appears in the following “Nondiscrimination Clauses”, the term “contractor” is understood to include all parties to contracts or agreements with the Secretary of Transportation, Kansas Department of Transportation. This Special Attachment shall govern should this Special Attachment conflict with provisions of the Document to which it is attached.

ASSURANCE APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the “contractor”), agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in its Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration (FHWA), the Federal Transit Administration (“FTA”) or the Federal Aviation Administration (“FAA”) as they may be amended from time to time which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontractors, Including Procurements of Material and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA, Federal Transit Administration (“FTA”), or Federal Aviation Administration (“FAA”) to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or, the FHWA, FTA, or FAA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA, FTA, or FAA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of the paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any

subcontract or procurement as the Recipient or the FHWA, FTA, or FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

ASSURANCE APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- The Federal Aid Highway Act of 1973 (23 U.S.C. § 324 et. seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et. seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et. seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL No. 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with LEP, and resulting agency guidance, national origin discrimination includes discrimination because of LEP. To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681)



City Council Agenda Form

Meeting Date: February 18, 2020
Agenda Item Title: Annual Community Clean-Up Day
Department: City Manager

Agenda Item Description: Approve April 25th as the 2020 Annual Community Clean-Up Day

Background:

For the past several years the city has sponsored an annual community clean-up day. Roll-off dumpsters are placed at the street department and city workers man the site to assist residents who drop-off debris.

The local PRIDE group has cleaned-up public rights-of-way, coordinated collection efforts from the elderly and disabled, and generally promoted the event. This has proven to be a good partnership and we've realized quite a few successful clean-ups in the past.

Local residents are not charged to participate in this event. The intent is to promote and invigorate spring clean-up in our community.

City Attorney Review/ Comment: N/A

Funding Source: Sanitation Department Operating Fund

Options:

1. Approve the Annual Community Clean-Up Day for April 25, 2020 from 7:30am to 8:30am for PRIDE drop-off and 8:30am to 11:30am for public drop-off
2. Provide alternate direction for staff
3. Take no action - the Annual Community Clean-Up Day will not be scheduled

Staff Recommendation: Approve the Annual Community Clean-Up Day for April 25, 2020 from 7:30am to 8:30am for PRIDE drop-off and 8:30am to 11:30am for public drop-off

Attachment(s): Annual Community Clean-Up Day Flyer

SPRING

cleaning

Russell Community 'Clean-Up' Day



Saturday

April 25, 2020

8:30am - 11:30 am

Russell PRIDE will offer curb side pick-up for residents 65 and older or for disabled residents.

Call 483-5853 and ask for Connie to make arrangements.

It is time to clean out those basements, attics, garages and yards.

If it's an eyesore, It's time to get rid of it!

Gather all your non-hazardous items: old furniture, trash, debris and other unnecessary extras and bring them to the dumpsters.

Batteries, tires, paint, and concrete will not be accepted.

Dumpsters located at 333 E 9th St.



Thank you, for making Russell an even nicer place to live!

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Russell Police



Department

Est. 1872

ACTIVITY REPORT FOR 2020

INCIDENTS REPORTED

OFFENSES	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Offenses Reports	29												29
Supplement Reports	7												7
Non-Crime Reports	8												8
Felony	6												6
Misdemeanor	23												23

CRIMINAL ENFORCEMENT ACTIVITIES

DESCRIPTION	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Adult Arrest	17												17
Juvenile Arrest	6												6
Child in Need of Care	1												1
Total Custody	23												23
Alcohol Related	1												1
Drug Related	3												3
Curfew Violation	0												0

INVESTIGATION ACTIVITIES

DESCRIPTION	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Total Cases Assigned	34												34
Total Active Cases	4												4
Cases Referred	9												9
Adult Affidavits Filed	5												5
Juvenile Affidavits Filed	6												6
Follow-Up Contacts	6												6
Search Warrants	1												1

TRAFFIC ACCIDENT INVESTIGATIONS

DESCRIPTIONS	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Injury Accidents	0												0
Non-Injury Accidents	1												1
TOTAL ACCIDENTS	2												2
Private Property	1												1

PATROL ACTIVITIES

Call Summary

Russell County Communications

133 W 8th St

Russell, KS 67665

County: Russell

Year:

2020

Agency Affiliation

Police

Report Date: 02/03/2020 10:57:44

Report Date From: 01/01/2020

Report Date To: 01/31/2020

Period Group: Month

Days Of Week: All

Call Type: All

Abandoned Filters: Include Abandoned

NSI Filters: NSI Included in 911 Totals

Agency Affiliation: All

	2020	Total
Inbound	279	279
Abandoned	16	16
Abandoned %	5.42%	5.42%
Unparsed	0	0
Total	295	295
Inbound	0	0
Abandoned	0	0
Outbound	0	0
Unparsed	0	0
Total	0	0
Inbound	1,517	1,517
Abandoned	38	38
Outbound	436	436
Unparsed	0	0
Total	1,991	1,991
Avg Call Duration	82.1	82.1
Total	2,286	2,286

January 2020
Building Inspection Report

Construction Inspections	<u>18</u>
Property Maintenance / Dangerous Structures Inspections	<u>2</u>
Gas Inspections	<u>5</u>
Certificate of Occupancy Inspections	<u>0</u>
Property Line Locate	<u>8</u>
<hr/>	
Total	<u>33</u>

Code Enforcement Report

Overgrowth	<u>0</u>
General Nuisance	<u>1</u>
Nuisance Vehicles	<u>0</u>
Property Maintenance	<u>0</u>
Door Hangers	<u>5</u>
Watch List	<u>11</u>
General Abatements	<u>0</u>
Over growth Abatements	<u>0</u>
<hr/>	
Total	<u>16</u>

Russell Public Library Board Meeting
Monday, November 18, 2019

Call to order: President Dan Krug called the meeting to order. Other board members present were Julie Bernard, Margaret Walter, Gay Busker, and Curt Mader.

Approval of Minutes: Gay moved and Julie seconded the motion to accept the November minutes. The motion carried.

Communications: Jessica relayed that Alicia Hojda has taken a position at Bickerdyke Elementary. Barb Alexander will be the interim story time coordinator with the possibility of taking the position permanently. Nichole Ridgely is taking over the programming coordinator position. Marty Myers has donated \$2,500 to fund the 2020 summer library program. The library received a grant of \$1,000 to fund e-book and audio book purchases for Sunflower E-library. The roofer and the insurance company are communicating to come to an agreement on price for the repairs to the roof. Director Jessica relayed that she will be undergoing surgery December 5th and may be out 4-6 weeks. She has made out extensive plans for the board and employees to be carried out while she is recuperating.

Bills: Curt moved and Gay seconded to pay the bills as presented. The motion carried. We received \$100 from Greater Salina Community Foundation for hosting scholarship night.

Librarian's report: Jessica provided us with a list of all of the activities that have been held and activities planned. The programs continue to be well-attended. She continues to enroll children in the Dolly Parton Imagination Library program. See the librarian's report for all statistics. Director Jessica had a meeting with staff on how to effectively provide library services to all patrons, such as the homeless, or difficult patrons.

Old business: There was no old business.

New business: Curt moved and Gay seconded the working budget that Jessica presented. She explained the reasoning behind a few adjustments that were made. Next, we discussed salaries for 2020. Curt moved and Julie seconded the motion to give all employees a 5% raise. The motion carried. Curt moved and Margaret seconded the adjournment of the meeting. The motion carried.

The next meeting will be December 16th.

Margaret Walter, acting secretary

Russell Public Library Board Meeting
Monday, December 16, 2019

Call to order: President Dan Krug called the meeting to order. Other board members present were Margaret Walter, Julie Bernard, Audrey Lofland, Denise Simpson, and Gay Busker. Library Director Jessica McGuire, Mayor Curtis Mader and Jaynelle Cole were absent. Also present was Patty Driscoll, representing the ROAR organization.

Approval of minutes: Minutes of the November meeting were motioned for approval by Gay Busker, seconded by Julie Bernard. Motion carried, with Dan Krug, Margaret Walter, Julie Bernard, Audrey Lofland, Denise Simpson, and Gay Busker all voting yes.

Communications:

Bills: Monthly statement included in packet. Margaret Walter motioned to pay all bills as presented. Gay Busker seconded. Motion carried with Dan Krug, Margaret Walter, Julie Bernard, Audrey Lofland, Denise Simpson, and Gay Busker all voting yet.

Treasurer's Report:

Librarian's Report:

Old Business: Jessica sent an email informing library board members about the roof.

New Business: Patty Driscoll proposed murals to be painted on the outside of the library. The children's side would have children's book characters and the adult side would be a wrap-around bookshelf and cover 2 partial sides of the library. The grant application would be due January 3rd and the mural would be completed by the end of April. ROAR would handle all paperwork and funding. Julie Bernard motioned for ROAR to proceed with the project, with Gay Busker seconding. Motion carried with Dan Krug, Margaret Walter, Julie Bernard, Gay Busker, Denise Simpson, and Audrey Lofland all voting yes.

Julie Bernard made a motion to adjourn the meeting, seconded by Audrey Lofland. Motion carried, with Dan Krug, Margaret Walter, Audrey Lofland, Denise Simpson, Gay Busker and Julie Bernard all voting yes.

The next meeting will be held Monday, January 20, 2020 at 5:00 p.m.

Denise Simpson, Secretary