

RUSSELL CITY COUNCIL MEETING
City Hall - 133 W. 8th St. - Russell, Kansas
Date: Tuesday, March 17, 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 Distribution and Wastewater Staff Introductions
- 2) Electric Department Annual GAAP Financial Report and Agreed Upon Procedures
- 3) Water Conservation Status

CONSENT AGENDA

- 1) Approval of March 3, 2020, Council Meeting minutes
- 2) Appropriation Ordinance No. A-03-20
- 3) Mayor's Board Appointments
 - a. Deines Cultural Center – Susan Shank, expiring 2022
 - b. Russell Recreation Commission – David Beagley, expiring 2024
 - c. Russell Recreation Commission – Tammi Buhrlé, expiring 2024
- 4) licenses:
 - a. Concrete
G & M Construction, 108 Chicago St, Gorham, KS
 - b. Electrical
Reliable Electric, 303 W. 40th St, Hays, KS
 - c. Doors/Windows/Guttering/Siding
DH Home Improvement, 4 17th Crestview, Hutchinson, KS
 - d. Roofing
Central Kansas Roofing, LLC., 121 Market St., Gorham, KS

UNFINISHED BUSINESS

- 1) Ordinance 1903 – Vacant and Abandoned Building Registration
- 2) Advanced Metering Infrastructure

NEW BUSINESS

- 1) 2.4 MW Capacity Transaction – City to KMEA
- 2) Water Conservation Plan Review

DEPARTMENT REPORTS

PUBLIC COMMENTS

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

EXECUTIVE SESSION

- 1) Preliminary Discussion of the Acquisition of Real Property

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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CITY OF RUSSELL, KANSAS
ELECTRIC FUND AND ELECTRIC DEPRECIATION RESERVE FUND

Balance Sheet
December 31, 2019

	Electric Fund	Electric Depreciation Reserve	Totals	
			2019	2018
<u>ASSETS</u>				
Current Assets				
Petty Cash	\$ 1,000	\$ -	\$ 1,000	\$ 1,000
Cash & Cash Equivalents	6,894,665	2,248,979	9,143,644	6,372,239
Account Receivable-Net	840,068	-	840,068	940,491
Accrued Interest	17,312	5,607	22,919	27,556
Inventory	594,370	-	594,370	511,560
Prepaid Expenses	43,213	-	43,213	41,879
Total Current Assets	8,390,628	2,254,586	10,645,214	7,894,725
Restricted Assets				
Consumer Deposits	48,166	-	48,166	50,340
KMEA Deposit	64,428	-	64,428	64,428
Total Restricted Assets	112,594	-	112,594	114,768
Fixed Assets				
Land & Rights	245,964	-	245,964	245,964
Equipment	2,141,743	-	2,141,743	2,119,458
Building & Improvements	28,470,631	-	28,470,631	28,276,024
	30,858,338	-	30,858,338	30,641,446
Accum. Depreciation	(26,063,159)	-	(26,063,159)	(25,103,729)
Net Fixed Assets	4,795,179	-	4,795,179	5,537,717
Total Assets	\$ 13,298,401	\$ 2,254,586	\$ 15,552,987	\$ 13,547,210

CITY OF RUSSELL, KANSAS
ELECTRIC FUND AND ELECTRIC DEPRECIATION RESERVE FUND

Balance Sheet
December 31, 2019

	Electric Fund	Electric Depreciation Reserve	Totals	
			2019	2018
<u>LIABILITIES AND NET ASSETS</u>				
Current Liabilities				
Accounts Payable	\$ 439,704		\$ 439,704	\$ 554,655
Accrued Payroll	5,360	-	5,360	32,897
Total Current Liabilities	445,064	-	445,064	587,552
Liabilities Payable from Restricted Assets				
Consumer Deposits	48,166	-	48,166	50,340
Total Payable from Restricted Assets	48,166	-	48,166	50,340
Noncurrent Liabilities				
Compensated Absences	44,022	-	44,022	43,061
Total Noncurrent Liabilities	44,022	-	44,022	43,061
Total Liabilities	537,252	-	537,252	680,953
Net Position				
Unrestricted	12,648,555	2,254,586	14,903,141	12,751,489
Restricted	112,594	-	112,594	114,768
Total Net Position	\$ 12,761,149	\$ 2,254,586	\$ 15,015,735	\$ 12,866,257

CITY OF RUSSELL, KANSAS
ELECTRIC FUND AND ELECTRIC DEPRECIATION RESERVE FUND

Statement of Revenue and Expenses
For the Year Ended December 31, 2019

	Electric Fund	Electric Depreciation Reserve	Totals	
			2019	2018
Revenues				
Charges for Sales & Service				
Electric Sales	\$ 10,195,769	\$ -	\$ 10,195,769	\$ 10,438,517
Environmental Surcharge	-	53,867	53,867	55,222
Steam Sales	-	-	-	5,921
Rentals	5,457	-	5,457	5,457
Bad Debt Collections	134	-	134	75
Other Revenues	58,623	-	58,623	107,012
Total Revenues	<u>10,259,983</u>	<u>53,867</u>	<u>10,313,850</u>	<u>10,612,204</u>
Expenses				
General & Administrative				
Salaries	141,377	-	141,377	137,971
Telephone	979	-	979	1,051
Postage	6,226	-	6,226	5,347
Insurance	164	-	164	153
Repairs & Maintenance	28	-	28	47
Operating Supplies	136	-	136	22
Training/Seminars	11,183	-	11,183	10,823
Printing & Advertising	460	-	460	-
Dues/Subscriptions	15,505	-	15,505	18,290
Apparatus/Tools	-	-	-	437
Sales Tax	3,484	-	3,484	1,442
Amory Utilities	3,150	-	3,150	3,671
Professional Services	18,938	-	18,938	30,023
Total General & Administrative	<u>201,630</u>	<u>-</u>	<u>201,630</u>	<u>209,277</u>
Production				
Salaries	357,325	-	357,325	288,152
Telephone	4,739	-	4,739	5,284
Postage	80	-	80	-
Printing & Advertising	76	-	76	50
Natural Gas	1,870	-	1,870	2,854
Insurance	156,492	-	156,492	153,420
Tax	84	-	84	1,034
Training/Seminars	900	-	900	2,424
Dues/Subscriptions	1,378	-	1,378	2,114
Professional Service	31,819	-	31,819	6,770
Repairs	117,734	-	117,734	90,314
Fuel & Oil	20,067	-	20,067	27,959
Purchased Power	4,711,998	-	4,711,998	7,875,326
Turbine Maintenance	38,369	-	38,369	12,345
Transportation	26,896	-	26,896	34,441
Office Supplies	1,815	-	1,815	1,307
Natural Gas - Generation	33,577	-	33,577	40,474
Uniforms	5,761	-	5,761	2,327
Operating Supplies	2,267	-	2,267	1,548

CITY OF RUSSELL, KANSAS
ELECTRIC FUND AND ELECTRIC DEPRECIATION RESERVE FUND

Statement of Revenue and Expenses
For the Year Ended December 31, 2019

	Electric Fund	Electric Depreciation Reserve	Totals	
			2019	2018
Tools	3,426	-	3,426	97
Capital equipment	3,190	-	3,190	-
Chemicals	5,132	-	5,132	2,350
Total Production	5,524,995	-	5,524,995	8,550,590
 Transmission & Distribution				
Salaries	419,502	-	419,502	358,660
Telephone	550	-	550	576
Postage	127	-	127	106
Natural Gas	3,125	-	3,125	3,326
Insurance	14,519	-	14,519	13,578
Dues/Subscriptions	4,907	-	4,907	7,921
Tax	272	-	272	224
Training/Seminars	7,576	-	7,576	3,817
Professional Services	45,888	-	45,888	16,687
Printing-Advertising	-	-	-	188
Capital Expense	8,949	-	8,949	-
Operating Supplies	16,259	-	16,259	1,797
Repair & Maintenance	38,676	-	38,676	160,726
Fuel & Oil	25,799	-	25,799	14,003
Chemicals	-	-	-	584
Tools	3,897	-	3,897	1,863
Office Supplies	391	-	391	233
Uniforms	6,590	-	6,590	3,312
Total Transmission & Distribution	597,027	-	597,027	587,601
 Total Operating Expenses	 6,323,652	 -	 6,323,652	 9,347,468
 Net Operating Income				
Before Depreciation	3,936,331	53,867	3,990,198	1,264,736
Less: Depreciation Expense	(959,430)	-	(959,430)	(921,512)
Net Operating Income (Loss)	2,976,901	53,867	3,030,768	343,224
 Non-Operating Revenues (Expenses)				
Interest Income	77,786	26,650	104,436	68,474
Interest Expense	(26)	-	(26)	(71)
Net Transfers in (Out)	(1,018,803)	33,103	(985,700)	(933,500)
Total non-Operating Revenues (Expenses)	(941,043)	59,753	(881,290)	(865,097)
 Net income (Loss) to Net Assets	 \$ 2,035,858	 \$ 113,620	 \$ 2,149,478	 \$ (521,873)

CITY OF RUSSELL, KANSAS
ELECTRIC FUND AND ELECTRIC DEPRECIATION RESERVE FUND

Statement of Changes in Net Assets
 For the Year Ended December 31, 2019

	Electric Fund	Electric Depreciation Reserve	Totals	
			2019	2018
Net Assets at Beginning of Year	\$ 10,725,291	\$ 2,140,966	\$ 12,866,257	\$ 13,388,139
Add-Net Income (Loss)	<u>2,035,858</u>	<u>113,620</u>	<u>2,149,478</u>	<u>(521,873)</u>
Net Assets at End of Year	<u>\$ 12,761,149</u>	<u>\$ 2,254,586</u>	<u>\$ 15,015,735</u>	<u>\$ 12,866,266</u>

CITY OF RUSSELL, KANSAS
ELECTRIC FUND AND ELECTRIC DEPRECIATION RESERVE FUND

Statement of Cash Flows
For the Year Ended December 31, 2019

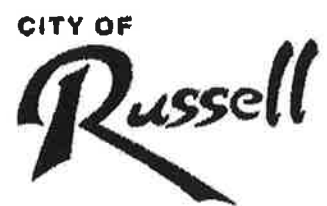
	Electric Fund	Electric Depreciation Reserve	Totals	
			2019	2018
Cash Flows from Operating Activities				
Cash Received from Customers	\$ 10,358,232	\$ 53,867	\$ 10,412,099	\$ 10,457,333
Cash Payments for Goods & Services	(5,603,603)	-	(5,603,603)	(8,586,963)
Cash Payments to Employees for Serv.	(944,780)	-	(944,780)	(781,178)
Net Cash Provided by Operating Activities	<u>3,809,849</u>	<u>53,867</u>	<u>3,863,716</u>	<u>1,089,192</u>
Cash Flows from Non-Capital Financing Activities				
Operating Transfers	<u>(1,018,803)</u>	<u>32,163</u>	<u>(986,640)</u>	<u>(932,560)</u>
Cash Flows from Capital and Related Financing Activities				
Acquisition & Construction of Capital Assets	(216,892)	-	(216,892)	(688,964)
Sales of Capital Assets	-	-	-	-
Interest Paid	(26)	-	(26)	(71)
Net Cash (Used) Received for Capital & Related Financing Activities	<u>(216,918)</u>	<u>-</u>	<u>(216,918)</u>	<u>(689,035)</u>
Cash Flows from Investing Activities				
Interest on Investments	<u>79,942</u>	<u>29,131</u>	<u>109,073</u>	<u>54,474</u>
Net Cash from Investing Activities	<u>79,942</u>	<u>29,131</u>	<u>109,073</u>	<u>54,474</u>
Net Increase in Cash and Cash Equivalents				
	2,654,070	115,161	2,769,231	(477,929)
Cash and Cash Equivalents at Beginning of Year	<u>4,354,189</u>	<u>2,133,818</u>	<u>6,488,007</u>	<u>6,965,936</u>
Cash and Cash Equivalents at End of Year	<u>\$ 7,008,259</u>	<u>\$ 2,248,979</u>	<u>\$ 9,257,238</u>	<u>\$ 6,488,007</u>

CITY OF RUSSELL, KANSAS
ELECTRIC FUND AND ELECTRIC DEPRECIATION RESERVE FUND

Statement of Cash Flows
For the Year Ended December 31, 2019

	Electric Fund	Electric Depreciation Reserve	Totals	
			2019	2018
Reconciliation of Operating Income to Net Cash Provided by Operating Activities				
Operating Income	\$ 2,976,901	\$ 53,867	\$ 3,030,768	\$ 343,224
Adjustments to Reconcile Operating Income to Net Cash Provided by Operating Activities				
Depreciation	959,430	-	959,430	921,512
Change in Assets & Liabilities				
(Increase) Decrease in Accounts Receivable	100,423	-	100,423	(152,299)
(Increase) Decrease in Inventory	(82,810)	-	(82,810)	(13,471)
(Increase) Decrease in Prepaid Expenses	(1,334)	-	(1,334)	(366)
Increase (Decrease) in Accounts Payable	(114,011)	-	(114,011)	(10,441)
Increase (Decrease) in Customer Deposits	(2,174)	-	(2,174)	(2,572)
Increase (Decrease) in Accrued Liab	(26,576)	-	(26,576)	3,605
Total Adjustments	(126,482)	-	(126,482)	(175,544)
Net Cash Provided by Operating Activities	\$ 3,809,849	\$ 53,867	\$ 3,863,716	\$ 1,089,192

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RESOLUTION NO. 07-16

A RESOLUTION AMENDING RESOLUTION NO. 03-16 PURSUANT TO ORDINANCE NO. 1867 AND THE MUNICIPAL WATER CONSERVATION PLAN FOR THE CITY OF RUSSELL, KANSAS, AND IMPOSING MANDATORY RESTRICTIONS ON WATER USE UNDER STAGE II

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF RUSSELL:

WHEREAS, City of Russell Ordinance No. 1867 authorizes the Governing Body of the City of Russell to find that a critical water stage exists by reason of a drought or some other water condition;

AND WHEREAS, the City of Russell did by Resolution No. 03-16 step down water use restrictions under Stage II Water Warning;

AND WHEREAS, the council, after public input and review of current water conditions and due consideration, finds that Resolution No. 03-16 should be amended to step up water use restrictions under Stage II Water Warning effective when water stops running over the low head dam in Big Creek immediately downstream from the City's water intake (Benchmark).

NOW, THEREFORE, BE IT RESOLVED that the Governing Body of the City of Russell, by and through its inherent authority and Ordinance No. 1867, hereby amends its Resolution for water conservation effective when water stops running over the low head dam in Big Creek immediately downstream from the City's water intake (Benchmark). This declaration shall continue until it is declared by resolution of the Governing Body of the City of Russell that such condition has ended. The water conservation stage remains at Level II, but the water use restrictions are modified as follows:

BE IT FURTHER RESOLVED that the following mandatory water conservation measures are adopted for use of potable water from the City's municipal water supply system:

1. Waste of Water is prohibited. This shall include permitting water to escape down a gutter, ditch, or other surface drain, and also failure to repair a controllable leak of water due to defective plumbing;
2. Outdoor watering for residential and public grounds for gardens, lawns, trees, shrubs, water gardens, plants, parks, golf courses and playing fields is prohibited except for one (1) day per calendar week which shall for each user be that property's sanitation pickup day as designated by the City. Watering on such day is permitted only before 10:00 a.m. and after 7:00 p.m. If such customer has multiple sanitation pickup days in a week then outdoor watering shall be permitted on only the first sanitation pickup day of the week for such customer;
3. Filling or refilling residential above and/or below ground swimming pools is prohibited;
4. Washing of motor vehicles, boats and trailers on residential or public property is prohibited;
5. Washing of motor vehicles, boats and trailers on commercial or industrial property is prohibited except for commercial or industrial vehicles used in the operation of such business and washed as an ordinary and common practice in the operation of business, and except for the washing of vehicles at commercial truck and/or car washes;

2/RESOLUTION NO. 07-16

6. Washing of the exterior of any building or structure on any grounds is prohibited; and
7. Industrial and commercial users shall not water their lawns or non-commercial trees, shrubs and plants. Trees, shrubs and plants held for sale by commercial and retail sellers may be watered.
8. Industrial users of water are required to reduce their consumption to an amount equivalent to that calculated for such industrial user under prior City Resolution No. 13-12 and 23-12 and as previously provided to each customer as consumption targets for the year 2014. City staff will provide each large industrial user with that user's monthly target for water use.


BE IT FURTHER RESOLVED that this Resolution shall not restrict the use of City effluent water.

BE IT FURTHER RESOLVED that this Resolution shall be enforced in accordance with the provisions of Ordinance No. 1867.

This Resolution shall be in full force and effect upon its publication in the official city newspaper and upon the Russell City Manager publicly declaring that the Benchmark has been met by making a public declaration of the same on KRSK radio and posting the notice on the City's website.


PASSED by the Governing Body of the City of Russell, Kansas, this 19th day of April, 2016.

APPROVED by the Mayor of the City of Russell, Kansas, this 19th day of April, 2016.



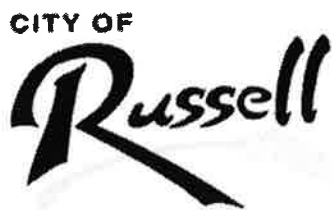
Raymond C. Mader, Mayor

ATTEST:



Katrina Woelk, City Clerk

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March 3, 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, Stoppel, Wagner and Morrill.

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

Approval of Agenda

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

Public Comments

None

Presentations and Public Hearings

1. Introduction of personnel

Staff of the Street, Sanitation, Recycling, and Public Transportation 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. Water Treatment Plant Study

Brian Hoellein from Bartlett & West presented the study Bartlett & West completed on water treatment plant A.

Consent Agenda

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

Unfinished Business

1. Ordinance 1903 – Vacant and Abandoned Building Registration

No action was taken.

New Business

1. Request for Non-Profit Reduction in Golf Tournament Fee – Delta Mu Sorority

Councilmember Cross made a motion to approve the abatement of \$200.00 of the tournament fee for the Delta Mu Sorority golf tournament held in 2020. Councilmember Wagner seconded the motion. The motion carried unanimously.

2. Compliance One Agreement

Councilmember Cross made a motion to approve Compliance One Agreement as presented. Councilmember Stoppel seconded the motion. The motion carried unanimously.

3. Advanced Metering Infrastructure – Tantalus Systems, Inc

No action taken

Department Reports

1. Water Production – Well Rehabilitation

Public Works Director Krause reported on the rehabilitation of wells #2 and #3.

2. Fire – Gary Sinise Foundation Grant

Fire Chief Reidel reported on the receipt of a \$14,000.00 equipment grant.

Public Comments

None

Executive Session

None

Adjournment

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

Katrina Woelk, City Clerk

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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	\$78,798.60
12	AIRPORT FUND	\$5,996.79
16	INDUSTRIAL FUND	\$200.00
18	BOND & INTEREST FUND	
22	LIBRARY FUND	\$86,854.59
24	FIRE EQUIPMENT FUND	\$12,347.51
26	RECREATION FUND	\$73,042.65
28	PERSONNEL BENEFITS	\$128,467.95
29	SPECIAL HIGHWAY FUND	
36	ELECTRIC FUND	\$407,345.03
37	WATER IMPROVEMENT FUND	\$21,750.55
38	WATER FUND	\$50,387.49
39	SANITATION/RECYCLING FUND	\$10,264.10
40	ELECTRIC DEPRECIATION FUND	\$191,291.25
45	WASTEWATER REPLACEMENT FUND	
46	WASTEWATER FUND	\$13,598.96
47	SPECIAL PARK & RECREATION	
48	SANITATION RESERVE	
51	CAPITAL IMPROVEMENTS FUND	
52	EQUIPMENT RESERVE FUND	
61	MUNICIPAL COURT FUND	\$294.50
65	INDUSTRIAL DEV/ECON DEV GRANT FUND	
66	DEINES CENTER GRANT	
68	WATER CAPITAL PROJ FUND	
70	AIRPORT PROJECT FUNDS	\$1,097.00
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	\$813.88
89	DEINES CENTER TRUST FUND	
90	DONATION FUND	\$3,500.00
99	TRANSFER TO UMB TO COVER P/R	
	** TOTALS **	<u>\$1,086,050.85</u>

A/P HISTORY CHECK REPORT

3/10/2020 2:44 PM City of Russell
VENDOR SET: 01 APBK POOL CASH ACCOUNT
BANK: APBK POOL CASH ACCOUNT
DATE RANGE: 2/19/2020 THRU 3/17/2020

A/P HISTORY CHECK REPORT

3/10/2020 2:44 PM City of Russell
VENDOR SET: 01 APBK POOL CASH ACCOUNT
BANK: APBK POOL CASH ACCOUNT
DATE RANGE: 2/19/2020 THRU 3/17/2020

VENDOR I.D.	NAME	STATUS	CHECK DATE	CHECK NO	DISCOUNT	INVOICE AMOUNT	CHECK STATUS	CHECK AMOUNT	CHECK NO	DISCOUNT	INVOICE AMOUNT	CHECK STATUS	CHECK AMOUNT
26672	GARRATT CALLAHAN COMPANY	R	3/05/2020	046277		1,280.00		1,280.00	046307		10,631.20		10,631.20
26698	CRAFEO, INC	R	3/05/2020	046278		97.39		97.39	046308		1,080.00		1,080.00
26708	RUBE'S, INC	R	3/05/2020	046279		85.00		85.00	046309		396.50		396.50
26722	ROY EDWIN GOSSER	R	3/05/2020	046280		1,605.75		1,605.75	046310		100.00		100.00
26724	TIRE CITY, LLC	R	3/05/2020	046282		382.55		382.55	046311		40.00		40.00
26724	TIRE CITY, LLC	R	3/05/2020	046283		21.00		21.00					
26724	TIRE CITY, LLC	R	3/05/2020	046284		781.38		781.38					
	X-CHECK												
01067	AIRGAS, INC	R	3/05/2020	046285		6,416.90		6,416.90	046360		776.95		776.95
01067	AIRGAS, INC	R	3/17/2020	046286		15,791.71		15,791.71	046361		1,812.22		1,812.22
01080	ALI'S AUTO GLASS	R	3/17/2020	046288		2,170.74		2,170.74	046362		77.32		77.32
01100	AITEC, INC.	R	3/17/2020	046295		200.02		200.02	046363		7,377.83		7,377.83
01202	ADAMARK UNIFORM & CAREER APPAR	R	3/17/2020	046297		4,087.51		4,087.51	046365		958.75		958.75
02050	BARCO MUNICIPAL PRODUCTS INC.	R	3/17/2020	046298		107.51		107.51	046366		1,624.50		1,624.50
02170	MARK A. BLENK	R	3/17/2020	046299		806.69		806.69	046367		500.00		500.00
03137	CENTRAL KANSAS ENT ASSOCIATES,	R	3/17/2020	046300		320.00		320.00	046368		1,280.00		1,280.00
03270	CITY OF RUSSELL	R	3/17/2020	046301		4,899.50		4,899.50	046369		1,821.72		1,821.72
04060	CONY'S ELECTRIC & REMIND, INC.	R	3/17/2020	046302		113.36		113.36	046370		19,500.00		19,500.00
07116	W.W. GRALINGER, INC	R	3/17/2020	046303		122.96		122.96	046371		319.83		319.83
08020	HACH COMPANY	R	3/17/2020	046304		3,500.00		3,500.00	046372		3,165.16		3,165.16
09031	INDUSTRIAL PROCESS SYSTEMS	R	3/17/2020	046305		493.19		493.19	046373		214.96		214.96
09057	INSURANCE PLANNING INC	R	3/17/2020	046306		191,291.25		191,291.25	046374		5,316.00		5,316.00
09068	INTERVET INC	R	3/17/2020	046307		1,238.74		1,238.74	046375		125.00		125.00

3/10/2020 2:44 PM A/P HISTORY CHECK REPORT
VENDOR SET: 01 City of Russell
BANK: AFBK POOL CASH ACCOUNT
DATE RANGE: 2/19/2020 THRU 3/17/2020

3/10/2020 2:44 PM A/P HISTORY CHECK REPORT
VENDOR SET: 01 City of Russell
BANK: AFBK POOL CASH ACCOUNT
DATE RANGE: 2/19/2020 THRU 3/17/2020

VENDOR I.D.	NAME	STATUS	CHECK DATE	CHECK NO	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
26481	UNDERGROUND VAULTS & STORAGE,	R	3/17/2020				046398		165.00
26537	GLASSMAN BIRD BROWN POWELL LLP	R	3/17/2020				046399		500.00
26607	GILMORE SOLUTIONS, INC	R	3/17/2020				046400		43.80
26621	B.A.T.S., INC	R	3/17/2020				046401		194.86
26630	AIRNAV LLC	R	3/17/2020				046402		40.00
26632	KRISTA L WHITMER	R	3/17/2020				046403		2,577.94
26657	COMPLIANCEONE, INC	R	3/17/2020				046404		534.50
26667	LAMAR TEXAS LIMITED PARTNERSHI	R	3/17/2020				046406		200.00
26680	KIESLER POLICE SUPPLY INC	R	5/17/2020				046407		346.50
26689	WATER UTILITIES SERVICES, INC	R	3/17/2020				046408		446.00
26709	MAGNAR-DRY	R	3/17/2020				046409		1,255.16
26724	TIRE CITY, LLC	R	3/17/2020				046410		40.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	CHECK NO	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
11045	JOHNSON ELECTRIC MOTOR WINDING	R	3/17/2020	046376	6,226.12				
11115	KANSAS ONE-CALL SYSTEM, INC	R	3/17/2020	046377	146.40				
11220	KLEMA IGA, INC	R	3/17/2020	046378	231.85				
12160	LAMPTON WELDING SUPPLY CO, INC	R	3/17/2020	046379	349.57				
13160	MFD-STATES ENERGY WORKS,INC	R	3/17/2020	046380	1,556.00				
13250	MISSISSIPPI IJME COMPANY	R	3/17/2020	046381	6,062.39				
13348	EUROFINS EATON ANALYTICAL, LLC	R	3/17/2020	046382	855.00				
14069	NFX-TECH, LLC	R	3/17/2020	046383	2,365.08				
16131	MARK W ZORN	R	3/17/2020	046384	60.00				
16137	THE PITNEY BOWES BANK INC	R	3/17/2020	046385	1,000.00				
18240	RUSSELL CO SOLID WASTE	R	3/17/2020	046386	6,653.50				
18250	RUSSELL CO SHERIFF'S OFFI	R	3/17/2020	046387	170.00				
18280	MAIN STREET MEDIA	R	3/17/2020	046388	151.09				
19060	SALINA STEEL SUPPLY	R	3/17/2020	046389	518.50				
20050	THOMPSON ARTHUR DAVIDSON & KAT	R	3/17/2020	046390	750.00				
23116	WESTHUSING'S INC	R	3/17/2020	046391	510.90				
26024	LABOR DAY FOUNDATION	R	3/17/2020	046392	15.00				
26027	FRENAREK, INC	R	3/17/2020	046393	205.26				
26072	KS STATE TREASURER	R	3/17/2020	046394	3,785.75				
26105	TYLER TECHNOLOGIES INC.	R	3/17/2020	046395	1,596.00				
26135	VERIZON WIRELESS SERVICES LLC-	R	3/17/2020	046396	311.11				
26219	DFC ENTERPRISES, L.P.	R	3/17/2020	046397	320.00				

* * * T O T A L S * * *

REGULAR CHECKS: NO 637,598.48
 HAND CHECKS: 104 0.00
 DRAFTS: C 0.00
 DEBIT: O 524,589.36
 NON CHECKS: O 0.00
 VOID CHECKS: 4 0.00
 VOID DEBITS: 219,695.74CR
 VOID CREDITS: 219,695.74CR

TOTAL ERRORS: 0

VENDOR SET: 01 BANK: AFBK TOTALS: 114 INVOICE AMOUNT 942,532.10
 BANK: AFBK TOTALS: 114 DISCOUNTS 0.00 CHECK AMOUNT 942,532.10

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
26311	SUNFLOWER HSA CUSTODIAN FOR D	E	2/26/2020	120.00		000069		120.00
26371	SUNFLOWER HSA CUSTODIAN FOR A	E	2/26/2020	200.00		000070		200.00
26401	SUNFLOWER CUSTODIAN FOR T REYN	E	2/26/2020	50.00		000071		50.00
01141	AMER. FIDELITY ASSURANCE	D	2/26/2020	1,393.84		000294		1,393.84
01142	AMER. FIDELITY ASSURANCE	D	2/26/2020	1,796.34		000295		1,796.34
01143	AMERICAN FIDELITY ASSURANCE CO	D	2/26/2020	1,437.16		000296		1,437.16
09032	GREATWEST FINANCIAL	D	2/26/2020	1,820.00		000297		1,820.00
11010	K P E R S	D	2/26/2020	22,231.21		000298		22,231.21
11011	K P E R S LIFE INSURANCE	D	2/26/2020	694.27		000299		694.27
11015	KS DEPT OF REVENUE	D	2/26/2020	5,365.96		000300		5,365.96
21042	BANK UNITED	D	2/26/2020	32,456.21		000301		32,456.21
26617	LEGAL SHIELD	D	2/26/2020	287.90		000302		287.90
09032	GREATWEST FINANCIAL	D	3/11/2020	2,270.00		000307		2,270.00
11010	K P E R S	D	3/11/2020	21,966.66		000308		21,966.66
11015	KS DEPT OF REVENUE	D	3/11/2020	5,410.32		000309		5,410.32
21042	BANK UNITED	D	3/11/2020	32,927.11		000310		32,927.11
03282	CITY OF RUSSELL	R	2/26/2020	5,550.73		046250		5,550.73
11002	KANSAS PAYMENT CENTER	R	2/26/2020	602.31		046252		602.31
26408	LAW OFFICE OF AMBER M. BREHM	R	2/26/2020	274.96		046253		274.96
26703	U.S. DEPARTMENT OF EDUCATION A	R	2/26/2020	155.47		046254		155.47
03282	CITY OF RUSSELL	R	3/11/2020	5,484.32		046422		5,484.32
11002	KANSAS PAYMENT CENTER	R	3/11/2020	602.31		046424		602.31

REGULAR CHECKS: 8
 HAND CHECKS: 0
 DRAFTS: 13
 EFT: 3
 NON CHECKS: 0
 VOID CHECKS: 0
 VOID DEBITS: 0
 VOID CREDITS: 0

TOTAL ERRORS: 0

VENDOR SET: 01 BANK: PYBK TOTALS: 24
 BANK: PYBK TOTALS: 24
 REPORT TOTALS: 138

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
26408	LAW OFFICE OF AMBER M. BREHM	R	3/11/2020	13,089.77		046425		13,089.77
26703	U.S. DEPARTMENT OF EDUCATION A	R	3/11/2020	143,518.75		046426		143,518.75

* * * T O T A L S * * *

REGULAR CHECKS: 8
 HAND CHECKS: 0
 DRAFTS: 13
 EFT: 3
 NON CHECKS: 0
 VOID CHECKS: 0
 VOID DEBITS: 0
 VOID CREDITS: 0

TOTAL ERRORS: 0

VENDOR SET: 01 BANK: PYBK TOTALS: 24
 BANK: PYBK TOTALS: 24
 REPORT TOTALS: 138

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
26408	LAW OFFICE OF AMBER M. BREHM	R	3/11/2020	13,089.77		046425		13,089.77
26703	U.S. DEPARTMENT OF EDUCATION A	R	3/11/2020	143,518.75		046426		143,518.75

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
11114 I-EMP2-RU2019-12	KMEA - EMP 2 OPERATING ACCT EMP2 DECEMBER 2020	V	2/20/2020	217,940.86		000267		217,940.86
11114 B-CHECK	KMEA - EMP 2 OPERATING ACCT KMEA - EMP 2 OPERATING VOIDED	V	2/20/2020			000267		217,940.86CR
11101 I-202002133515	KS DEPARTMENT OF REVENUE KS DEPARTMENT OF REVENUE	D	2/25/2020	16,363.72		000279		16,363.72
11114 I-EMP2-RU-2020-01	KMEA - EMP 2 OPERATING ACCT KMEA - EMP 2 OPERATING ACCT	D	2/20/2020	209,250.74		000286		209,250.74
11114 I-KMEA-DG-RU-20-03	KMEA - EMP 2 OPERATING ACCT KMEA - EMP 2 OPERATING ACCT	D	2/24/2020	76,916.37		000287		76,916.37
03282 I-202002203551	CITY OF RUSSELL CITY OF RUSSELL	R	2/20/2020	80,089.56		046217		80,089.56
18180 I-JANUARY 2020	RUSSELL PUBLIC LIBRARY JANUARY 2020 TAX DISTRIBUTION	R	2/27/2020	86,854.59		046255		86,854.59
18360 I-JANUARY 2020	RUSSELL RECREATION COMM. JAN 20 TAX DISTRIBUTION	R	2/27/2020	73,042.65		046256		73,042.65
09057 I-202003043569	INSURANCE PLANNING INC BOILER/MACHINERY	R	3/05/2020	20,706.50		046276		20,706.50
19410 C-202003023563	STANION WHOLESALE ELECTRIC CO. DISCOUNT	R	3/05/2020	35.86CR		046286		
I-4827447-02	INVENTORY	R	3/05/2020	380.08		046286		
I-4875342-00	LINE CONSTRUCTION TOOLS	R	3/05/2020	5,190.55		046286		
I-4875907-00	LINE CONSTRUCTION TOOLS	R	3/05/2020	980.88		046286		
I-4879083-00	GROUNDING CHAINS	R	3/05/2020	550.64		046286		
I-4879740-00	GROUNDING CHAINS	R	3/05/2020	2,515.73		046286		
I-4882149-00	INVENTORY	R	3/05/2020	987.73		046286		
I-4882149-01	INVENTORY	R	3/05/2020	2,497.84		046286		
I-4882149-02	INVENTORY	R	3/05/2020	944.93		046286		
I-4882149-03	INVENTORY	R	3/05/2020	219.17		046286		
I-4882149-04	INVENTORY	R	3/05/2020	719.36		046286		
I-4882149-05	INVENTORY	R	3/05/2020	347.63		046286		
I-4886110-00	NRHDAKLE KLEIN NRHDA ADAPTER	R	3/05/2020	101.30		046286		
I-4886821-00	BATTERIES	R	3/05/2020	19.29		046286		
I-4886821-01	6V 5A F2 BATTERY	R	3/05/2020	20.71		046286		
I-4889990-00	300A DISC BLADE	R	3/05/2020	114.74		046286		
I-4894854-00	CWSUPREME/ALTO	R	3/05/2020	89.10		046286		
I-4895382-00	F96T12CWSUPREMEALTO1PHI	R	3/05/2020	102.53		046286		
I-4897972-00	J-BOX W/SLF TAP SCREWS	R	3/05/2020	45.36		046286		15,791.71

3/10/2020 2:53 PM
 VENDOR SET: 01 City of Russell
 BANK: APBK POOL CASH ACCOUNT
 DATE RANGE: 2/19/2020 THRU 3/17/2020

A/P HISTORY CHECK REPORT

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
26606 I-154059	VERSALIFT SOUTHWEST, LLC 2020 DIGGER DERRICK	R	3/05/2020	191,291.25		046305		191,291.25
26672 I-1029895	GARRATT CALLAHAN COMPANY JACKET WATER ACID CLEAN	R	3/05/2020	10,631.20		046307		10,631.20
04060 I-10297	DON'S ELECTRIC & REWIND, INC. BIG CREEK VFD	R	3/17/2020	19,500.00		046370		19,500.00

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	8	497,907.46	0.00	497,907.46
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	3	520,471.69	0.00	302,530.83
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	217,940.86CR	217,940.86CR	0.00

TOTAL ERRORS: 0

VENDOR SET: 01 BANK: APBK TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
	11	800,438.29	0.00	800,438.29
BANK: APBK TOTALS:	11	800,438.29	0.00	800,438.29


VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
11010	K P E R S							
I-RE2202002253558	EMPLOYEE/EMPLOYER KPERS W/H	D	2/26/2020	4,104.82		000298		
I-RET202002253558	EMPLOYEE/EMPLOYER KPERS W/H	D	2/26/2020	10,160.12		000298		
I-RT3202002253558	EMPLOYEE/EMPLOYER KPERS	D	2/26/2020	7,966.27		000298		22,231.21
21042	BANK UNITED							
I-T1 202002253558	FEDERAL WITHHOLDING	D	2/26/2020	11,426.71		000301		
I-T3 202002253558	FICA WITHHOLDING	D	2/26/2020	17,043.62		000301		
I-T4 202002253558	MEDICARE WITHHOLDING	D	2/26/2020	3,985.88		000301		32,456.21
11010	K P E R S							
I-RE2202003103583	EMPLOYEE/EMPLOYER KPERS W/H	D	3/11/2020	4,020.54		000308		
I-RET202003103583	EMPLOYEE/EMPLOYER KPERS W/H	D	3/11/2020	9,975.25		000308		
I-RT3202003103583	EMPLOYEE/EMPLOYER KPERS	D	3/11/2020	7,970.87		000308		21,966.66
21042	BANK UNITED							
I-T1 202003103583	FEDERAL WITHHOLDING	D	3/11/2020	11,629.63		000310		
I-T3 202003103583	FICA WITHHOLDING	D	3/11/2020	17,260.78		000310		
I-T4 202003103583	MEDICARE WITHHOLDING	D	3/11/2020	4,036.70		000310		32,927.11

* * 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	109,581.19	0.00	109,581.19
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

VENDOR SET: 01 BANK: PYBK TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
	4	109,581.19	0.00	109,581.19
BANK: PYBK TOTALS:	4	109,581.19	0.00	109,581.19
REPORT TOTALS:	15	910,019.48	0.00	910,019.48

City of Russell
Pooled Cash Reconciliation

Reviewed by: 

2.28.20

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

500.00

Summary
Cash on Hand
\$ 500.00

Southwind Bank

Southwind Checking 10016767

9,029,159.60

Deposits in Transit

Outstanding Checks

(251,788.47)

Reconciled Cash Bal

8,777,371.13

Demand Deposits
\$ 8,887,077.74

Time Deposits
\$ 13,009,332.08

\$ 21,896,909.82

Southwind Money Market 1008527
CD#14299

1,150,858.24

Pledged Securities

500,000.00

8,995,032.29

Subtotal Southwind

9,928,229.37

9,495,032.29

UMB

UMB - 30 7067 928 0

104,700.18

Deposit in Transit

104,700.18

250,000.00

UMB Imprest 56 0102 534 7

2,000.00

0.00

MM

3,006.43

STATE BK INDIA NEW YOR NY

210,000.00

DIME CMNTY BK BROOKLYN NEW YORK

210,000.00

BANK OZK CD

210,000.00

845,034.31

ZIONS BANCORPORATION NATL ASSN CD

212,000.00

ZIONS BANCORPORATION NATL ASSN CD/ACCRUED INT BOUGHT

27.88

Subtotal UMB

951,734.49

1,095,034.31

Wilson State Bank

Sunflower Bank

Sunflower Checking

300,538.71

Deposits in Transit

382.65

250,000.00

Outstanding Checks

(1,263.94)

161,974.00

Reconciled Cash Bal

299,657.42

411,974.00

Municipal Investment Pool

Overnite Pool

Fixed Rate Pool 90 days

Fixed Rate Pool 90 days

Fixed Rate Pool 180 days

11,438,445.96

Fixed Rate Pool 365 days

11,438,445.96

Total Pooled Cash

\$ 22,618,567.24

POOLED CASH REPORT
AS OF: FEBRUARY 29TH, 2020

FUND	ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
<u>CLAIM ON CASH</u>					
10	100	GENERAL - CLAIM ON CASH	3,023,071.41	(569,449.28)	2,453,622.13
12	100	AIRPORT - CLAIM ON CASH	37,827.79	31,684.51	69,512.30
16	100	INDUSTRIAL - CLAIM ON CASH	59,598.37	18,720.12	78,318.49
18	100	BOND & INT - CLAIM ON CASH	62,225.74	120.99	62,346.73
22	100	LIBRARY - CLAIM ON CASH	0.00	0.00	0.00
24	100	FIRE EQUIP - CLAIM ON CASH	114,327.19	6,581.52	120,908.71
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	622,391.08	181,401.04	803,792.12
29	100	SPECIAL HWY - CLAIM ON CASH	354,241.84	(378.00)	353,863.84
36	100	ELECTRIC - CLAIM ON CASH	7,208,886.54	265,020.21	7,473,906.75
37	100	WTR IMPROV - CLAIM ON CASH	1,993,704.10	(20,657.48)	1,973,046.62
38	100	WATER - CLAIM ON CASH	2,372,987.11	144,215.67	2,517,202.78
39	100	SANITATION - CLAIM ON CASH	408,550.06	26,686.30	435,236.36
40	100	ELEC DEPR - CLAIM ON CASH	2,222,833.73	5,764.40	2,228,598.13
43	100	IND PARK TIF - CLAIM ON CASH	0.00	0.00	0.00
45	100	WW REPLACEMENT - CLAIM ON CASH	714,340.68	823.00	715,163.68
46	100	WASTEWATER - CLAIM ON CASH	651,699.06	58,574.82	710,273.88
47	100	SPECIAL PARK - CLAIM ON CASH	57,034.36	76.00	57,110.36
48	100	SANIT REPL - CLAIM ON CASH	291,681.50	336.00	292,017.50
51	100	CAPITAL IMPROV - CLAIM ON CASH	666,744.04	10,023.22	676,767.26
52	100	EQUIP RESERVE - CLAIM ON CASH	336,198.26	7,080.19	343,278.45
61	100	COURT - CLAIM ON CASH	7,880.46	(800.43)	7,080.03
65	100	EDA GRANT - CLAIM ON CASH	0.00	0.00	0.00
70	100	AIRPORT IMPROV - CLAIM ON CASH	(29,221.00)	0.00	(29,221.00)
71	100	WICHITA AVE - CLAIM ON CASH	8,530.32	10.00	8,540.32
80	100	HEALTH INS - CLAIM ON CASH	244,737.65	1,319.82	246,057.47
81	100	GOLF COURSE IMPR - CLAIM ON CASH	35,854.14	940.00	36,794.14
82	100	SINK OR SWIM - CLAIM ON CASH	848.75	1.00	849.75
83	100	FIRE INS PROC - CLAIM ON CASH	0.00	0.00	0.00
84	100	RISK MGT RES - CLAIM ON CASH	20,900.60	24.00	20,924.60
85	100	DRUG FORFEITURE - CLAIM ON CASH	3,694.78	4.00	3,698.78
86	100	JOHNSON TRUST - CLAIM ON CASH	897,608.47	1,034.00	898,642.47
87	100	FIREFIGHTER AC - CLAIM ON CASH	15,107.53	7,793.14	22,900.67
89	100	DCC TRUST - CLAIM ON CASH	24,906.08	29.00	24,935.08
90	100	DONATIONS - CLAIM ON CASH	12,398.84	0.00	12,398.84
TOTAL CLAIM ON CASH			22,441,589.48	176,977.76	22,618,567.24

CASH IN BANK - POOLED CASH

99	100	POOL CASH - CHECKING	8,615,405.94	161,965.19	8,777,371.13
99	101	MONEY MARKET ACCT	1,150,416.98	441.26	1,150,858.24
99	102	SUNFLOWER BANK	298,337.60	1,319.82	299,657.42
99	103	UMB INVESTMENTS	843,884.46	1,149.85	845,034.31
99	104	UMB CHECKING	115,060.24	(10,360.06)	104,700.18
99	105	KMIP INVESTMENTS	11,415,984.26	22,461.70	11,438,445.96
99	106	UNB INVESTMENTS	0.00	0.00	0.00
99	107	FORFEITURE	0.00	0.00	0.00

POOLED CASH REPORT
AS OF: FEBRUARY 29TH, 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			22,441,589.48	176,977.76	22,618,567.24
<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			22,441,589.48	176,977.76	22,618,567.24
<u>DUE TO OTHER FUNDS - POOLED CASH</u>					
99	205	DUE TO OTHER FUNDS	22,441,589.48	176,977.76	22,618,567.24
TOTAL DUE TO OTHER FUNDS			22,441,589.48	176,977.76	22,618,567.24

REVENUE & EXPENSE REPORT
AS OF: FEBRUARY 29TH, 2020

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	708,031.19	0.00	708,031.19	0.00	455,138.81	60.87
STATE/FEDERAL REVENUE	482,915.00	40,436.16	0.00	97,178.28	0.00	385,736.72	20.12
PERMITS & LICENSE FEES	13,500.00	1,341.00	0.00	5,211.00	0.00	8,289.00	38.60
FRANCHISE FEES	144,000.00	17,815.04	0.00	46,074.79	0.00	97,925.21	32.00
RECREATION FEES	78,120.00	6,471.00	0.00	12,108.00	0.00	66,012.00	15.50
OTHER REVENUE	348,120.00	(1,115,309.16)	0.00	72,403.32	0.00	275,716.68	20.80
INVESTMENT REVENUE	10,000.00	2,214.81	0.00	2,319.97	0.00	7,680.03	23.20
TRANSFERS	770,000.00	0.00	0.00	63,850.00	0.00	706,150.00	8.29
*** TOTAL REVENUES ***	3,009,825.00	(338,999.96)	0.00	1,007,176.55	0.00	2,002,648.45	33.46

EXPENDITURE SUMMARY

ADMINISTRATION	1,835,386.00	36,363.23	0.00	56,926.99	0.00	1,778,459.01	3.10
AMORY BUILDING	8,400.00	0.00	0.00	631.53	0.00	7,768.47	7.52
MAYOR/COUNCIL	37,125.00	750.00	84.23	10,974.95	210.00	26,024.28	29.90
CITY MANAGER	150,180.00	11,426.48	84.23	25,483.66	0.00	124,780.57	16.91
CITY CLERK	192,219.00	10,911.49	0.00	24,542.00	0.00	167,677.00	12.77
TRANSPORTATION/(BUS)	70,950.00	4,363.43	84.22	8,261.50	0.00	62,772.72	11.53
POLICE	558,920.00	36,736.74	589.55	82,733.30	500.00	476,276.25	14.79
PUBLIC WORKS	84,940.00	6,938.27	84.22	13,695.30	208.38	71,120.54	16.27
FIRE	212,843.00	11,212.13	566.50	24,079.92	1,692.68	187,636.90	11.84
MUNICIPAL COURT	59,520.00	4,082.70	0.00	8,105.69	0.00	51,414.31	13.62
911	434,560.00	31,998.80	84.22	65,040.34	0.00	369,603.88	14.95
COMMUNITY DEVELOPMENT	161,035.00	10,234.08	84.21	20,807.51	0.00	140,311.70	12.87
STREET	372,370.00	28,568.19	6,631.74	58,827.54	2,298.87	317,875.33	14.63
GOLF COURSE	195,190.00	12,305.73	0.00	25,515.45	5,526.52	164,148.03	15.90
GOLF CLUB HOUSE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SWIMMING POOL	114,600.00	0.00	0.00	914.50	0.00	113,685.50	0.80
PARK	244,840.00	11,242.57	589.56	29,282.40	0.00	216,147.16	11.72
DEINES CULTURAL CENTER	53,061.00	2,537.53	0.00	5,685.73	0.00	47,375.27	10.72
*** TOTAL EXPENDITURES ***	4,786,139.00	219,671.37	8,882.68	461,508.31	10,436.45	4,323,076.92	9.68
** REVENUE OVER (UNDER) EXPENDITURES *	(1,776,314.00)	(558,671.33)	8,882.68	545,668.24	(10,436.45)	(2,320,428.47)	130.63

REVENUE & EXPENSE REPORT
AS OF: FEBRUARY 29TH, 2020

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	296,135.97	0.00	296,135.97	0.00	553,853.03	34.84
STATE/FEDERAL REVENUE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OTHER REVENUE	356,611.00	20,191.02	0.00	29,691.41	0.00	326,919.59	8.33
INVESTMENT REVENUE	2,000.00	767.00	0.00	789.00	0.00	1,211.00	39.45
TRANSFERS	<u>1,018,200.00</u>	<u>0.00</u>	<u>0.00</u>	<u>82,017.00</u>	<u>0.00</u>	<u>936,183.00</u>	<u>8.06</u>
*** TOTAL REVENUES ***	<u>2,226,800.00</u>	<u>317,093.99</u>	<u>0.00</u>	<u>408,633.38</u>	<u>0.00</u>	<u>1,818,166.62</u>	<u>18.35</u>
<u>EXPENDITURE SUMMARY</u>							
NON DEPARTMENTAL	<u>2,416,409.00</u>	<u>135,692.95</u>	<u>0.00</u>	<u>268,556.57</u>	<u>0.00</u>	<u>2,147,852.43</u>	<u>11.11</u>
*** TOTAL EXPENDITURES ***	<u>2,416,409.00</u>	<u>135,692.95</u>	<u>0.00</u>	<u>268,556.57</u>	<u>0.00</u>	<u>2,147,852.43</u>	<u>11.11</u>
** REVENUE OVER(UNDER) EXPENDITURES *	<u>(189,609.00)</u>	<u>181,401.04</u>	<u>0.00</u>	<u>140,076.81</u>	<u>0.00</u>	<u>(329,685.81)</u>	<u>173.88</u>

CITY OF RUSSELL
 REVENUE & EXPENSE REPORT
 AS OF: FEBRUARY 29TH, 2020

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	718,032.70	0.00	1,502,221.80	0.00	8,618,278.20	14.84
OTHER REVENUE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
INVESTMENT REVENUE	25,000.00	8,000.00	0.00	8,252.00	0.00	16,748.00	33.01
TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
*** TOTAL REVENUES ***	10,145,500.00	726,032.70	0.00	1,510,473.80	0.00	8,635,026.20	14.89
<u>EXPENDITURE SUMMARY</u>							
ADMINISTRATION	3,454,890.00	14,250.87	0.00	121,552.11	418.39	3,332,919.50	3.53
ELECTRIC PRODUCTION	7,289,260.00	(59,925.31)	1,179.14	316,925.83	30,250.21	6,943,263.10	4.75
ELECTRIC DISTRIBUTION	715,565.00	47,779.71	49,436.22	138,425.07	5,819.94	620,756.21	13.25
*** TOTAL EXPENDITURES ***	11,459,715.00	2,105.27	50,615.36	576,903.01	36,488.54	10,896,938.81	4.91
** REVENUE OVER (UNDER) EXPENDITURES *	(1,314,215.00)	723,927.43	50,615.36	933,570.79	(36,488.54)	(2,261,912.61)	172.11

REVENUE & EXPENSE REPORT
AS OF: FEBRUARY 29TH, 2020

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	286,642.39	0.00	630,628.12	0.00	1,653,371.88	27.61
OTHER REVENUE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
INVESTMENT REVENUE	<u>9,000.00</u>	<u>2,768.00</u>	<u>0.00</u>	<u>2,851.00</u>	<u>0.00</u>	<u>6,149.00</u>	<u>31.68</u>
*** TOTAL REVENUES ***	<u>2,293,000.00</u>	<u>289,410.39</u>	<u>0.00</u>	<u>633,479.12</u>	<u>0.00</u>	<u>1,659,520.88</u>	<u>27.63</u>
<u>EXPENDITURE SUMMARY</u>							
ADMINISTRATION	1,705,632.00	2,140.56	0.00	70,117.41	418.39	1,635,096.20	4.14
WATER PRODUCTION	941,490.00	44,425.05	3,323.56	153,905.29	5,709.07	785,199.20	16.60
WATER DISTRIBUTION	<u>288,690.00</u>	<u>19,652.67</u>	<u>5,359.59</u>	<u>44,916.95</u>	<u>460.00</u>	<u>248,672.64</u>	<u>13.86</u>
*** TOTAL EXPENDITURES ***	<u>2,935,812.00</u>	<u>66,218.28</u>	<u>8,683.15</u>	<u>268,939.65</u>	<u>6,587.46</u>	<u>2,668,968.04</u>	<u>9.09</u>
** REVENUE OVER (UNDER) EXPENDITURES *	<u>(642,812.00)</u>	<u>223,192.11</u>	<u>8,683.15</u>	<u>364,539.47</u>	<u>(6,587.46)</u>	<u>(1,009,447.16)</u>	<u>157.04</u>

REVENUE & EXPENSE REPORT
AS OF: FEBRUARY 29TH, 2020

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	48,139.96	0.00	133,830.07	0.00	460,369.93	22.52
OTHER REVENUE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
INVESTMENT REVENUE	<u>1,500.00</u>	<u>458.00</u>	<u>0.00</u>	<u>472.00</u>	<u>0.00</u>	<u>1,028.00</u>	<u>31.47</u>
*** TOTAL REVENUES ***	<u>595,700.00</u>	<u>48,597.96</u>	<u>0.00</u>	<u>134,302.07</u>	<u>0.00</u>	<u>461,397.93</u>	<u>22.55</u>
<u>EXPENDITURE SUMMARY</u>							
ADMINISTRATION	356,580.00	403.17	0.00	16,635.62	0.00	339,944.38	4.67
SANITATION DEPARTMENT	<u>302,590.00</u>	<u>17,100.93</u>	<u>0.00</u>	<u>35,271.25</u>	<u>0.00</u>	<u>267,318.75</u>	<u>11.66</u>
*** TOTAL EXPENDITURES ***	<u>659,170.00</u>	<u>17,504.10</u>	<u>0.00</u>	<u>51,906.87</u>	<u>0.00</u>	<u>607,263.13</u>	<u>7.87</u>
** REVENUE OVER (UNDER) EXPENDITURES *(<u>63,470.00)</u>	<u>31,093.86</u>	<u>0.00</u>	<u>82,395.20</u>	<u>0.00</u>	<u>(145,865.20)</u>	<u>229.82</u>

REVENUE & EXPENSE REPORT
AS OF: FEBRUARY 29TH, 2020

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	69,824.21	0.00	191,018.15	0.00	563,381.85	25.32
OTHER REVENUE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
INVESTMENT REVENUE	<u>1,600.00</u>	<u>702.00</u>	<u>0.00</u>	<u>725.00</u>	<u>0.00</u>	<u>875.00</u>	<u>45.31</u>
*** TOTAL REVENUES ***	<u>756,000.00</u>	<u>70,526.21</u>	<u>0.00</u>	<u>191,743.15</u>	<u>0.00</u>	<u>564,256.85</u>	<u>25.36</u>
<u>EXPENDITURE SUMMARY</u>							
ADMINISTRATION	<u>767,361.00</u>	<u>12,210.94</u>	<u>614.00</u>	<u>37,651.19</u>	<u>8,226.12</u>	<u>722,097.69</u>	<u>5.90</u>
*** TOTAL EXPENDITURES ***	<u>767,361.00</u>	<u>12,210.94</u>	<u>614.00</u>	<u>37,651.19</u>	<u>8,226.12</u>	<u>722,097.69</u>	<u>5.90</u>
** REVENUE OVER (UNDER) EXPENDITURES *(<u>11,361.00)</u>	<u>58,315.27</u>	<u>614.00</u>	<u>154,091.96</u>	<u>(8,226.12)</u>	<u>(157,840.84)</u>	<u>389.32</u>

2019	10.300.2120		10.401.9016		10.401.9051		10.401.9052		PROJECTED BUDGET TOTAL \$400,000
	Month	Total Received	General 50%	Industrial Econ Dev 7%	Cap Impr 25%	Equip Reserve 18%	Over/(Under) Budget	TOTAL \$400,000	
JAN	Dec	51,663.16	25,831.58	3,616.42	12,915.79	9,299.37	23,355.70	51,663.16	8.74%
FEB	Jan	45,055.02	22,527.51	3,153.85	11,263.76	8,109.90	\$23,284.49	96,718.18	16.39%
MAR	Feb	53,741.41	26,870.71	3,761.90	13,435.35	9,673.45	\$22,218.43	150,459.59	23.97%
APR	Mar	45,770.93	22,885.47	3,203.97	11,442.73	8,238.77	\$23,313.48	196,230.52	31.65%
MAY	Apr	44,366.58	22,183.29	3,105.66	11,091.65	7,985.98	\$25,167.54	240,597.10	39.39%
JUN	May	55,633.46	27,816.73	3,894.34	13,908.37	10,014.02	\$25,550.85	296,230.56	47.23%
JUL	Jun	39,519.42	19,759.71	2,766.36	9,879.86	7,113.50	\$25,056.36	335,749.98	55.63%
AUG	Jul	32,067.19	16,033.60	2,244.70	8,016.80	5,772.09	\$24,895.14	367,817.17	64.35%
SEP	Aug	41,036.31	20,518.16	2,872.54	10,259.08	7,386.54	\$26,617.29	408,853.48	72.68%
OCT	Sep	32,315.84	16,157.92	2,262.11	8,078.96	5,816.85	\$14,999.59	441,169.32	81.89%
NOV	Oct	37,519.22	18,759.61	2,626.35	9,379.81	6,753.46	\$156,060.81	478,688.54	91.25%
DEC	Nov	36,695.90	18,347.95	2,568.71	9,173.98	6,605.26	\$0.00	515,384.44	100.00%
Total		515,384.44	257,692.22	36,076.91	128,846.11	92,769.20	\$390,519.67	124,864.77	

Year	Amount	% Change
2018	436,151.56	9.11%
2017	399,732.55	0.59%
2016	397,363.34	-11.51%
2015	449,066.85	-8.93%
2014	493,114.38	10.75%
2013	445,245.43	-2.82%
2012	458,145.25	-1.79%
2011	466,481.58	15.27%
2010	404,676.03	

2020	10.300.2120		10.401.9016		10.401.9051		10.401.9052		PROJECTED BUDGET TOTAL \$530,000
	Month	Total Received	General 50%	Industrial Econ Dev 7%	Cap Impr 25%	Equip Reserve 18%	Over/(Under) Budget	TOTAL \$530,000	
JAN	Dec	39,811.86	19,905.93	2,786.83	9,952.97	7,166.13	\$29,526.73	39,811.86	9.47%
FEB	Jan	37,228.85	18,614.43	2,606.02	9,307.21	6,701.19	\$27,401.13	77,040.71	17.71%
MAR	Feb	-	-	-	-	-	\$31,255.81	77,040.71	26.85%
APR	Mar	-	-	-	-	-	\$29,239.47	77,040.71	34.99%
MAY	Apr	-	-	-	-	-	\$28,588.93	77,040.71	43.04%
JUN	May	-	-	-	-	-	\$31,860.90	77,040.71	52.51%
JUL	Jun	-	-	-	-	-	\$29,096.10	77,040.71	60.52%
AUG	Jul	-	-	-	-	-	\$26,364.88	77,040.71	67.70%
SEP	Aug	-	-	-	-	-	\$28,931.21	77,040.71	75.62%
OCT	Sep	-	-	-	-	-	\$11,453.42	77,040.71	83.49%
NOV	Oct	-	-	-	-	-	\$167,879.03	77,040.71	91.88%
DEC	Nov	-	-	-	-	-	\$13,005.81	77,040.71	100.00%
Total		77,040.71	38,520.36	5,392.85	19,260.18	13,867.33	\$454,603.42	(377,562.71)	

Year	Amount	% Change
2019	515,384.44	18.17%
2018	436,151.56	9.11%
2017	399,732.55	0.59%
2016	397,363.34	-11.51%
2015	449,066.85	-8.93%
2014	493,114.38	10.75%
2013	445,245.43	-2.82%
2012	458,145.25	-1.79%
2011	466,481.58	15.27%
2010	404,676.03	



City Council Agenda Form

Meeting Date: March 17, 2020
Agenda Item Title: Ordinance 1903 - Abandoned and Vacant Building Registration
Department: City Manager

Agenda Item Description: Continued Review of Abandoned and Vacant Building Ordinance

Background: Russell Main Street, Inc. (RMSI) approached the city in late 2016 to discuss strategies to address vacant buildings and blight in the downtown area. A working group of RMSI members, local business owners and city staff developed an ordinance tailored to our community and is the compilation of various ordinances throughout the Midwest. The VBO intends to motivate owners of vacant buildings to actively use and/or market their building(s) and allow city staff to effectively monitor vacant buildings to identify ownership changes. The VBO would also establish a point of contact to address any property maintenance codes before they degrade to a point requiring condemnation. At the July 2017 RMSI presented their recommendation of adopting a vacant building ordinance. After discussion with Council, the working group made some changes and met with representatives from other cities to determine best practices. The revised ordinance was presented to Council in October 2017 for review and discussion. The city attorney made some changes clarifying language and discussed process. The ordinance was adopted in November 2017.

City Attorney Review/ Comment: November 2017

Funding Source: Registration Fees

Options: Provide staff with direction on any changes to the ordinance; intent, definitions and process.

Staff Recommendation: Provide staff with direction on any changes to the ordinance; intent, definitions and process. Any changes will be incorporated into a new ordinance and presented at a future meeting.

Attachment(s): Ordinance 1903

ORDINANCE NO. 1903

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

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

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

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

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

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

(a) Purpose:

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

(b) Definitions:

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

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

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

City means the City of Russell, Kansas.

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

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

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

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

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

SECTION 2. Public Officer.

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

SECTION 3. Inquiry and Inspection.

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

SECTION 4. Service of Notice.

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

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

SECTION 5. Notice Content – Vacant Building.

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

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

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

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

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

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

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

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

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

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

SECTION 9. Failure to Register; fees, procedures

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

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

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


SECTION 10. APPEAL

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

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


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

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



Raymond C. Mader, Mayor

ATTEST:



Katrina Woelk, City Clerk



City Council Agenda Form

Meeting Date: March 17, 2020
Agenda Item Title: Advanced Metering Infrastructure
Department: Electric

Agenda Item Description: Tantalus Meter Reading System

Background: The Utility Departments currently utilize Automatic Meter Reading (AMR) for collecting both electric and water usage. The AMR system requires either walk by or drive by to obtain the readings and is performed once each month. The FC300 Mobile collector system currently being used will be reaching End of Life support in 2021. There have been several different systems looked at for migrating the current AMR system to an AMI (Advanced Metering Infrastructure) system. With the exception of one system, it would require replacing all electric and water meters currently deployed in our system. One company was identified (Tantalus) that would allow us to continue purchasing the exact same meter that we currently use, with their communications device installed inside of the electric meter. These electric meters are able to read neighboring meters, including water meters, collecting the meter usage data and forwarding those meter reads through the collection system to the billing department.

City Attorney Review/ Comment: Under review

Funding Source: Electric Depreciation Fund/ Water Fund

Options:

1. Authorize the Utility Departments to proceed with purchasing Tantalus Meter System in an amount not to exceed \$216,506.00.
2. Take no action - staff will continue with current system.

Staff Recommendation: Authorize the Electric and Water Departments to proceed with purchasing Tantalus Meter System in an amount not to exceed \$216,506.00.

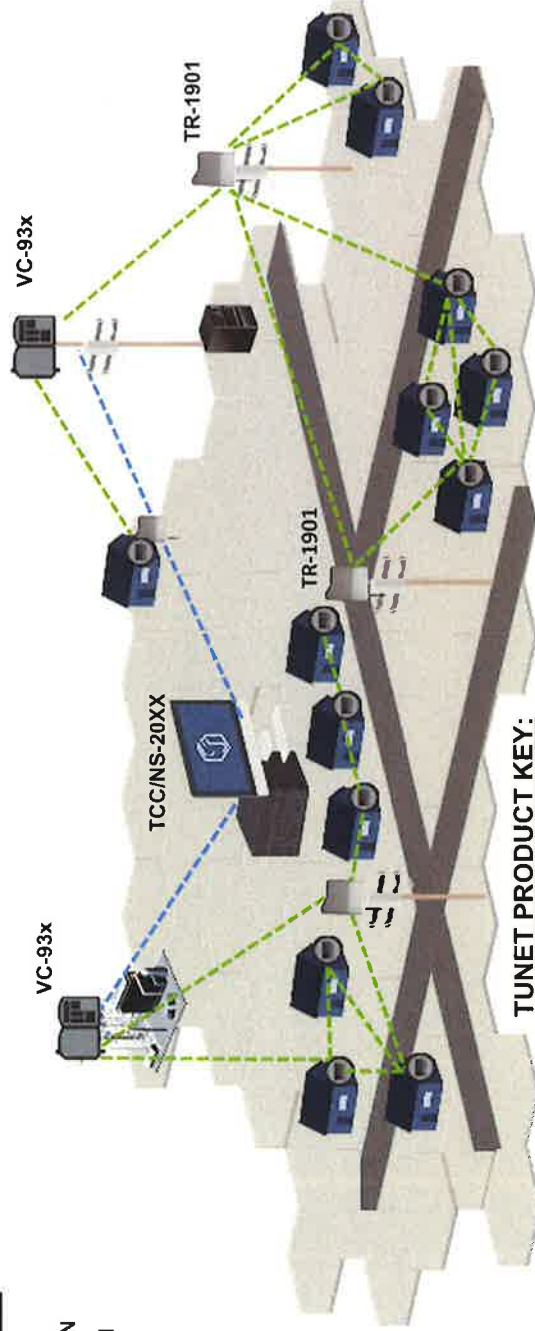
Attachment(s): Bid

City of Russell TUNet System Design

The Industry's Most Flexible Smart Grid Network

Comms KEY:

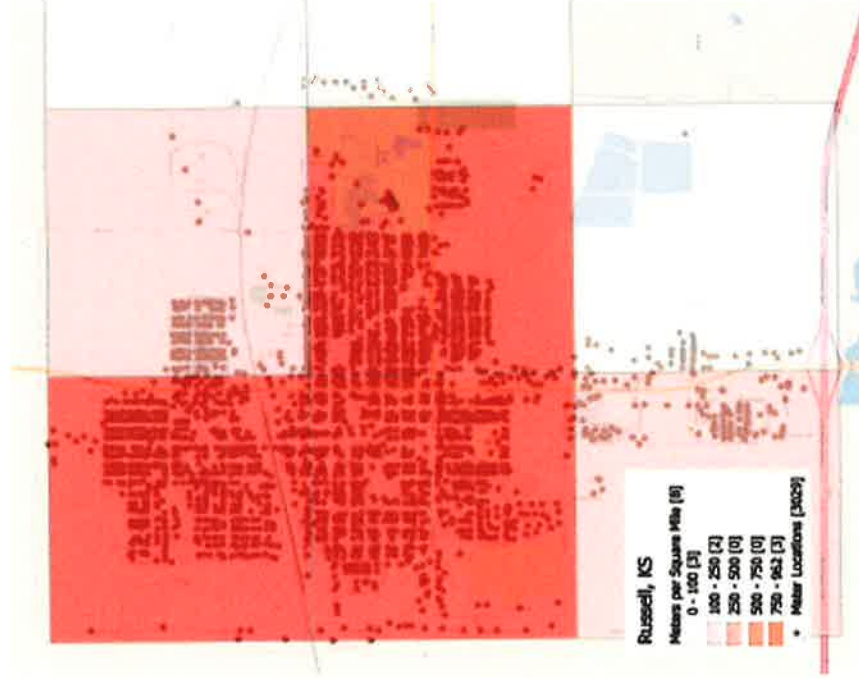
- IP based
- 220 Mhz WAN
- 900 Mhz LAN



TUNET PRODUCT KEY:

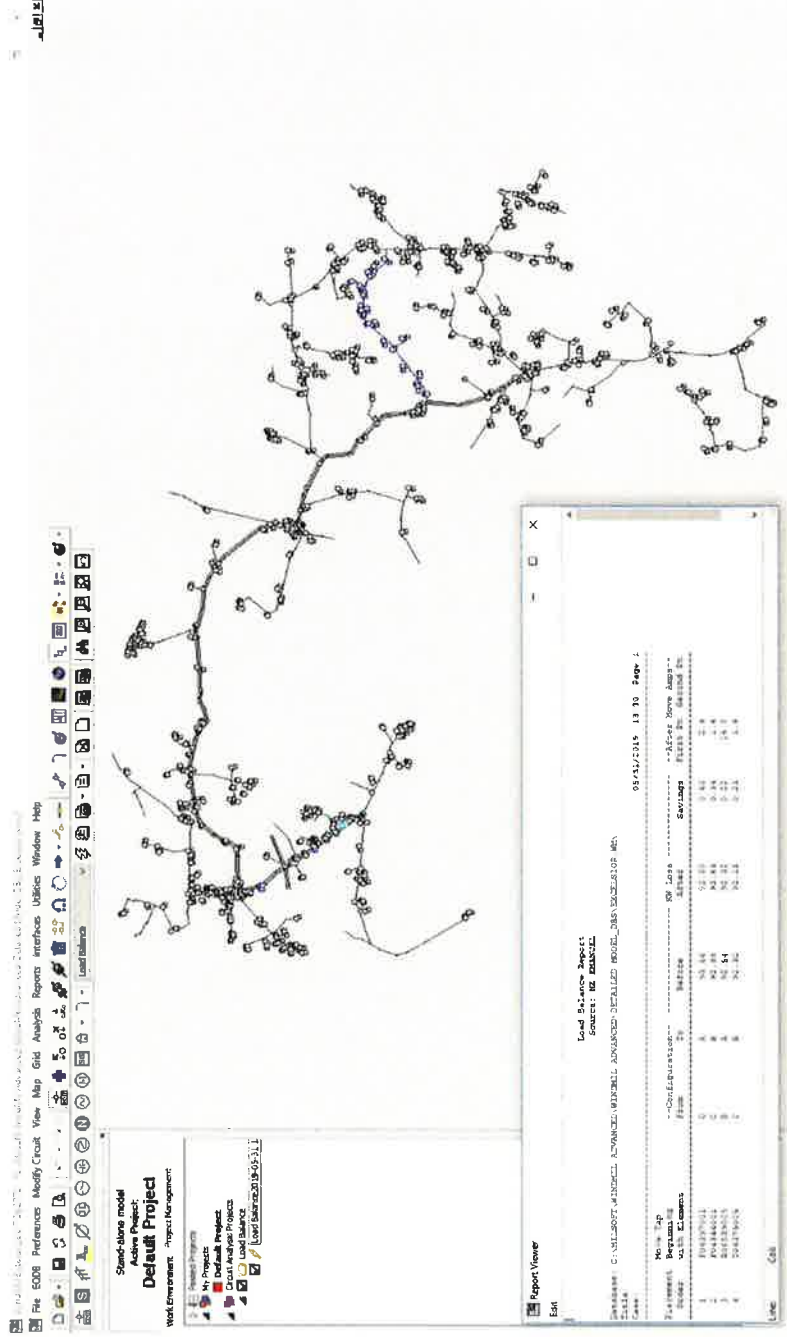
- TCC/NS-20XX series | Hosted TUNet Control Center
- VC-820 | Cellular Routers x 3
- TR-190X | 900Mhz Repeaters x 18
- VC-934 | VersaComms Gateways x 3
- TC/TUNet-Integrated Smart Meters | TC-12xx (SP) x 800

City of Russell Propagation Study



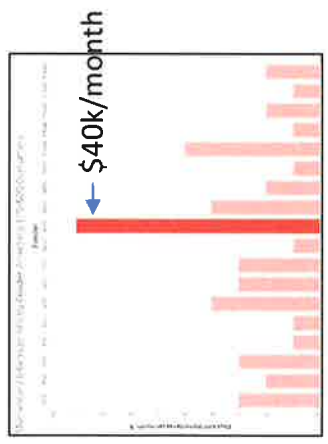
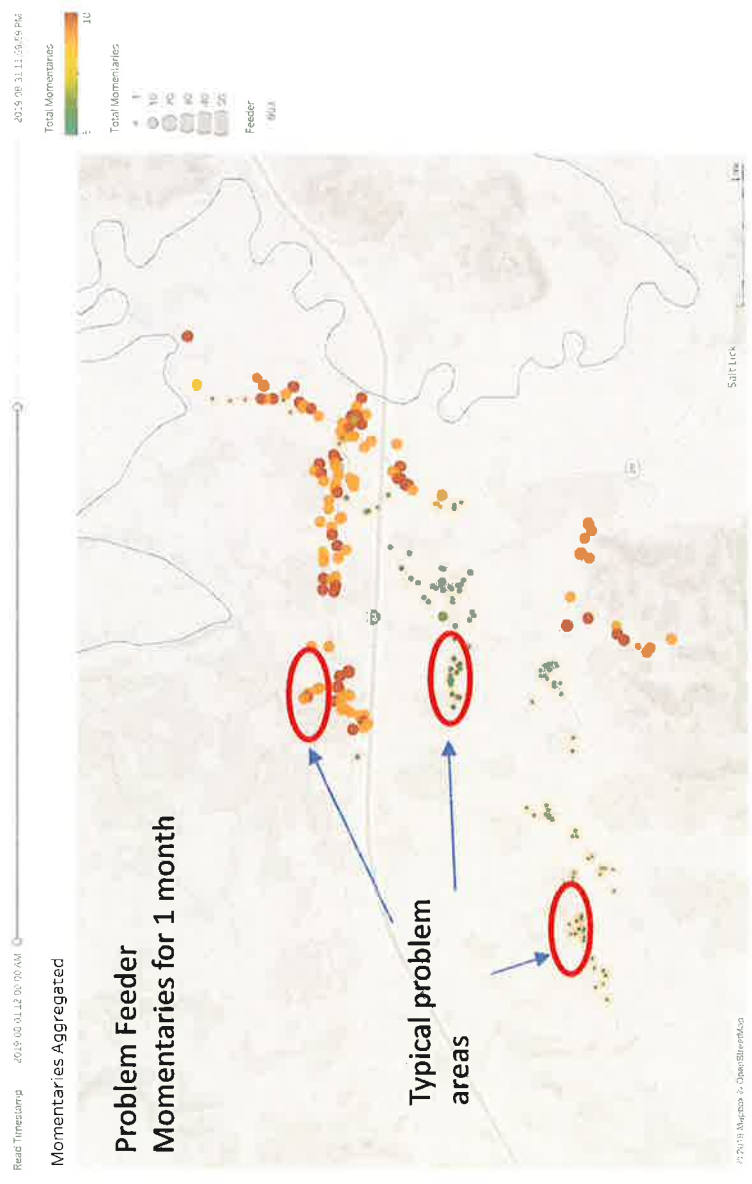
Phase Analysis

TUNet Granular Data Determines Optimal Load Balance



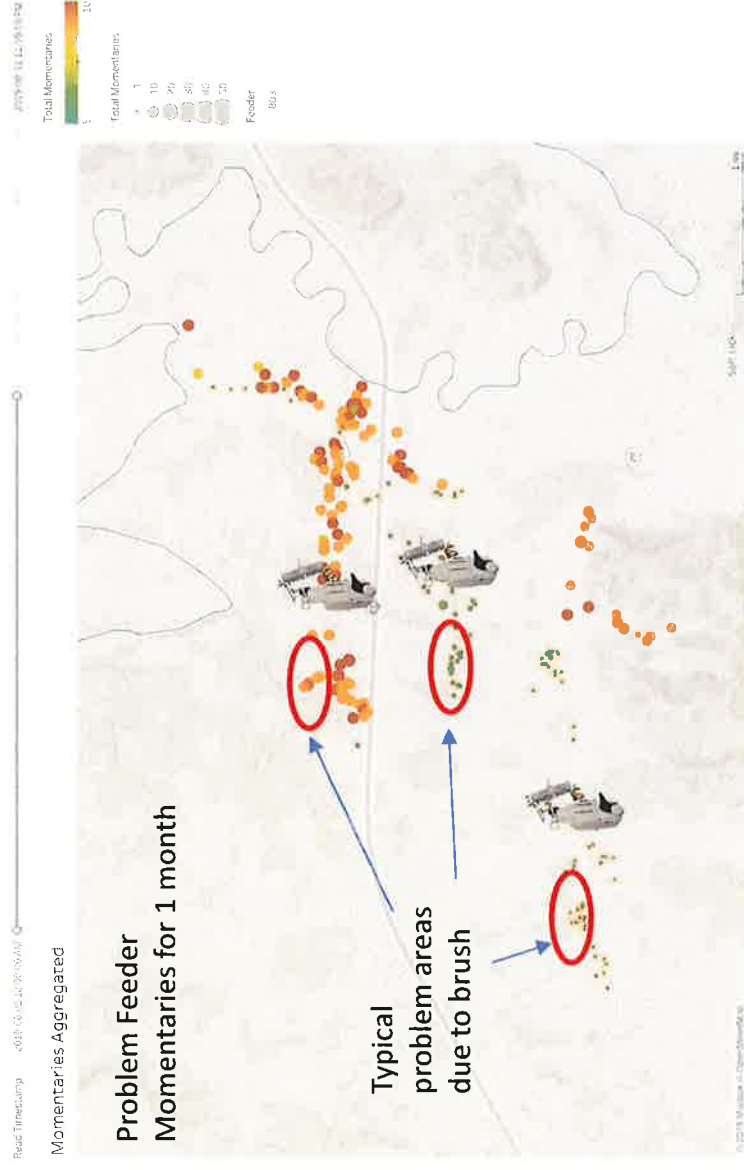
Leveraging TUNet Data to Reduce Momentary Outages

Leverage Tantalus Momentary / Blink maps to help reduce MAIFI & Improve member satisfaction.



Granular Data helps Target and Prioritize Investment

Brush Maintenance and Tripsavers to lower number customers affected





Tomorrow's Smart Grid. Today.

February 27, 2020

Duane Banks
(785) 483-7112
duane@russellcity.org

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133 W. 8th Street
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Russell, Kansas 67665
United States

Willie Nickson
wnickson@tantalus.com

Tantalus Systems
1130 Situs Ct
Suite 230
Raleigh, North Carolina 27606
United States

Adv. Metering Collectors & Transceivers				
PRODUCT	DESCRIPTION	SALES PRICE	QTY	TOTAL PRICE
TR-1901	900 Mhz LAN Repeater-Router (XR-100 Mounting Brackets Included)	\$289.00	8	\$2,312.00
TR-1905	900 MHz Streetlight Top Mounted LAN Repeater/Collector (100-1000)	\$155.00	10	\$1,550.00
VC-820-VZ	Sixnet LTE(4G)/3G/2G Cellular Router 1-Port (DC) - Verizon	\$975.00	3	\$2,925.00
VC-910-1	TUNet Add-On Collector Module for 210 Endpoint Versa Collector Support	\$650.00	1	\$650.00
VC-934	TUNet Versa Collector, 1000 Endpoint w/battery backup and mounting bracket	\$3,400.00	3	\$10,200.00
Subtotal:				\$17,637.00

Services

PRODUCT	DESCRIPTION	SALES PRICE	QTY	TOTAL PRICE
SV-1000	Deployment Services, daily rate (Project Management, Project Engineering, Field Services, Deployment, Training, Travel Expenses, does NOT include meter / RT / collector installation)	\$40,990.00	1	\$40,990.00
Tantalus Hosting Service	Tantalus Hosting Services Set-Up Fee	\$5,000.00	1	\$5,000.00
			Subtotal:	\$45,990.00

Passthrough Meters

PRODUCT	DESCRIPTION	SALES PRICE	QTY	TOTAL PRICE
C1SX	Itron Centron-I	\$29.30	600	\$17,580.00
C2SXD	Itron CentronII with Disconnect	\$84.00	200	\$16,800.00
			Subtotal:	\$34,380.00

Deployment Tools

PRODUCT	DESCRIPTION	SALES PRICE	QTY	TOTAL PRICE
DT-420-BUN	Semi-Rugged Deployment Laptop, Scanner, Optical Probe bundle	\$2,700.00	1	\$2,700.00
			Subtotal:	\$2,700.00

Residential AMI Modules

PRODUCT	DESCRIPTION	SALES PRICE	QTY	TOTAL PRICE
TC-1216	TPM Controller - Itron CENTRON (240 V)	\$70.00	600	\$42,000.00
TC-1220-RD	TPM Controller - Itron CENTRON C2SXD - 240V	\$70.00	200	\$14,000.00
			Subtotal:	\$56,000.00

Network Server Software API

PRODUCT	DESCRIPTION	SALES PRICE	QTY	TOTAL PRICE
TAL-400-1	TUNet Application Existing Electric ERT Read (max 4999 devices)	\$12,000.00	1	\$12,000.00
TAL-410-1	TUNet Application Existing Water/Gas ERT Read (max 4999 devices)	\$14,999.00	1	\$14,999.00
			Subtotal:	\$26,999.00

Network Server Software

PRODUCT	DESCRIPTION	SALES PRICE	QTY	TOTAL PRICE
TCC-2001	TUNet Control Center License - 10K ERML	\$30,000.00	1	\$30,000.00
NSE-201	TUNet Software Endpoint	\$3.50	800	\$2,800.00
			Subtotal:	\$32,800.00
			SYSTEM TOTAL:	\$216,506.00

Maintenance				
PRODUCT	DESCRIPTION	SALES PRICE	QTY	TOTAL PRICE
SM-4000	Annual Maintenance TUNet ERT Read (Based on List Price)	\$5,939.78	1	\$5,939.78
SL-3001	Service Level, Premium - Maintenance and Support	\$15,000.00	1	\$15,000.00
SL-1001	Service Level, Standard - Maintenance and Support (<16,000 meters) TCC-2001	\$7,250.00	1	\$7,250.00
			Subtotal:	\$28,189.78
Hosted Services				
PRODUCT	DESCRIPTION	SALES PRICE	QTY	TOTAL PRICE
SV-4001	TCC Hosting Services (TCC-2001 Platform) - monthly rate	\$500.00	12	\$6,000.00
			Subtotal:	\$6,000.00
		Annual Total:		\$34,189.78

NOTES:

- Prices are in US Dollars and are exclusive of taxes, duties, freight, or insurance.
- Price does not include shipping. All products are shipped FOB Origin.
- Service time does not include installation of meters, collectors, repeaters, or other infrastructure equipment.

- Tantalus service time will be billed at actual. If additional days are necessary, Customer will be billed at the rate of \$1,500.00 per day.
- This quotation may contain allowances, discounts and/or promotional pricing. The prices quoted are valid for 30 days from the date of this quote.
- Additional equipment purchases and services shall be invoiced at Tantalus' then current List Price.
- Annual license and support and maintenance fees apply. Please work with your account representative to determine specific costs for your equipment.

The attached document Tantalus Systems Inc. Terms and Conditions of Sale is incorporated into and forms an integral part of this quotation.

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TANTALUS SYSTEMS INC.
TERMS AND CONDITIONS OF SALE

Purpose/Goal. These Terms and Conditions of Sale ("Terms") record the terms and conditions under which Customer agrees to purchase from Tantalus, and Tantalus agrees to sell to Customer, TUNet. Notwithstanding any other provision to the contrary, these Terms become a binding agreement between Tantalus Systems, Inc. (Tantalus) and the Customer when (a) Customer delivers a signed copy of this quotation to Tantalus, which shall be deemed a duly authorized Purchase Order (PO) for the Network Equipment and Services quoted therein; (b) Customer delivers a signed Purchase Order for all or any portion of the Network Equipment and Services or (c) Tantalus ships or provides all or any portion of the Network Equipment or Services covered by this quotation. Except as provided above, any provision in any acceptance or acknowledgment hereof, inconsistent with or in addition to these Terms and Conditions of Sale, are expressly rejected and shall have no force or effect, unless otherwise agreed in writing between the parties. Notwithstanding the foregoing, acceptance of these Terms indicates Customer's agreement to execute such additional documents, as required, including, without limitation, the terms, conditions and responsibilities of each party relating to the license and use of the Licensed Software prior to shipment of any Network Equipment to Customer, the provision of Technical Support and the deployment of TUNet.

Purchase Orders. Customer may purchase Network Equipment and Services by issuing properly authorized Purchase Orders to Tantalus. Each type of Network Equipment may have an economic order quantity or minimum order quantity, meaning that no Purchase Order may be placed for a quantity of those units of Network Equipment which is less than the minimum number of units specified on the then current Tantalus price list and designated as the "economic order quantity" or "minimum order quantity". Each Purchase Order issued by Customer shall have a lead-time of at least 90 days. Lead-time means the time extending from the date the Purchase Order is received by Tantalus to the specified delivery date. Each Purchase Order shall reference these Terms and shall state product description, quantity of Network Equipment and Services ordered, part number, desired delivery date and Destination, method of shipment, unit price for each unit ordered and total purchase price. In the event of any inconsistency or conflict between any terms of a Purchase Order, order confirmation, invoice or any other commercial form used by the parties and these Terms, these Terms shall govern. No oral, electronic, or written additional or different provisions proposed by either party in any acceptance, confirmation, or acknowledgment shall apply. Purchase Orders, once accepted, may not be cancelled, except as outlined below.

Acceptance, Rejection or Changes to Purchase Orders. Tantalus will notify Customer of its acceptance or rejection of each Purchase Order as soon as practicable and notice of acceptance shall include confirmation of requested quantities and prices consistent with these Terms. Once a Purchase Order is accepted by Tantalus, the quantities and prices within that acceptance, unless otherwise noted on such acceptance, are committed to and cannot be changed without the consent of both Tantalus and Customer. If the parties agree to changes to a Purchase Order, those changes will be incorporated in a replacement Purchase Order, which will follow the same process outlined above referencing the Purchase Order to be replaced.

Pricing. The prices provided to Customer under this Quotation may contain promotional or one-time pricing. Future prices shall be as set forth on Tantalus' then current price list and do not include taxes. In addition, Tantalus shall bear the costs and charges to ensure that all Network Equipment purchased by Customer is cleared for importation into the United States, if applicable, and delivered to the Shipping Point. Customer will be responsible for and pay all applicable federal, state, municipal or other governmental sales use, excise, value-added taxes, occupational or other taxes, tariffs, duties and surcharges now in force or enacted in the future which are associated with the provision of Network Equipment and Services by Tantalus, excluding taxes on Tantalus' income generally.

Price Changes. Tantalus reserves the right, in its sole discretion, to revise the prices on thirty (30) days prior written notice to Customer by whichever of the following is greater: (i) the immediately preceding year's percentage increase in the Consumer Price Index For All Urban Customers, All Cities Average, All Items (CPI-U[™]), as published by the Bureau of Labor Statistics, U.S. Department of Labor in the "Summary Data from the Consumer Price Index New Release" for the 12-month period ending at December 31st of the calendar year immediately preceding the adjustment date; or (ii) the average percentage change during the most recent 12-month period to Tantalus' published price list, or (iii) 3.5% per year.

Notwithstanding the foregoing, the original price of any Network Equipment and Services covered by Purchase Orders issued by the Customer, and which Purchase Orders are confirmed and accepted by Tantalus prior to the Effective Date of such price revision, will not be changed for such Purchase Orders issued and accepted as of the Effective Date.

Payment. Customer agrees to pay an advance payment (the "Deposit") equal to twenty-five percent (25%) of the total purchase price of the Network Equipment and Services specified on each Purchase Order. The Deposit will be due and payable, notwithstanding the absence of the applicable Tantalus' invoice, within ten (10) days of the date of the Tantalus order acknowledgement issued in connection with an accepted Purchase Order. Failure to pay the Deposit by such due date shall result in the cancellation of the Purchase Order by Tantalus, without requirement for any further action, or notice to Customer, by Tantalus. Notwithstanding the foregoing, if Customer places a single blanket Purchase Order that is at least 12 months in duration and represents greater than thirty percent (30%) of their total customer base, the Deposit amount will be reduced to ten percent (10%) on that Purchase Order and subsequent Purchase Orders that are also at least 12 months in duration and represent greater than thirty percent (30%) of their total customer base.

Payment Terms. Tantalus shall invoice Customer for Network Equipment and Services purchased upon delivery of Services and such Network Equipment to Customer at the Shipping Point. Deposit amounts paid will be reflected as a credit to the total purchase price due and owing upon delivery completion of the total Purchase Order. Payment terms are net thirty (30) days from date of Tantalus' invoice. All payments shall be in U.S. dollars, unless otherwise agreed to between Tantalus and Customer. In addition to any other remedies Tantalus may have for late payments, Customer will be charged interest at 1½% per month (equivalent to an annual rate of interest of 18%), payable monthly on all overdue amounts. Customer shall also be responsible for collection costs associated with the late payment, if any, including reasonable attorney's fees. Payments will be applied first to interest payable and then principal owing. Tantalus may modify the preceding payment terms if, in its reasonable opinion, the payment record or financial condition of Customer so justifies.

Delivery and Risk of Loss. Tantalus shall deliver the Network Equipment to Customer at the Shipping Point (cleared for export, if applicable) and title (other than title to Licensed Software which shall remain with Tantalus) and risk of loss of Network Equipment shall pass from Tantalus to Customer at the Shipping Point. If any loss of or damage to the Network Equipment occurs prior to delivery to Customer, regardless of passage of title prior to such delivery, Tantalus shall without cost to the Customer, promptly make all repairs or replacements necessary to place the Network Equipment in the condition required by these Terms. Customer will notify Tantalus within five (5) days of delivery of any damage to Network Equipment and/or within 10 days of shipping should an order not be received. If the Shipping Point and Destination are not the same, Customer shall be responsible for and shall pay all transportation and insurance costs for Network Equipment from the Shipping Point to the Destination, provided however that upon request by Customer, Tantalus shall make the arrangements for such transportation and insurance and will invoice Customer for reimbursement at cost. The payment terms described herein shall apply to such invoices, *mutatis mutandis*. Delivery dates are approximate only. Tantalus shall notify Customer in writing, if Tantalus has knowledge of any event that is reasonably likely to materially delay any specified delivery date or change any specified delivery date.

Third Party Products, Services and Software. Customer may elect to use the Third Party Products, Third Party Services and/or Third Party Software. Unless otherwise specifically set forth in writing (and subject to applicable pass through terms and conditions) upon mutual agreement of all involved Parties, Tantalus does not warrant Third-party Products, Third-party Services and/or Third-party Software and disclaims all responsibility and liability for these items, their access to the Network Equipment and TUNet, including their modification, deletion, disclosure or collection of Customer information.

Insurance. During all times in which Customer has possession of Network Equipment for which Tantalus has not received payment in full, Customer shall ensure that comprehensive general liability insurance with limits at least equal to the total value of all such Network Equipment is obtained and, upon request, provide Tantalus with a certificate evidencing such coverage.

No Resell. Customer acknowledges and agrees that it has no rights to market and resell the Network Equipment. The purchase and sale of Network Equipment hereunder is solely for Customer and its Affiliates' requirements.

Confidentiality. Each party shall treat as confidential all Confidential Information of the other party, shall not use such Confidential Information except as expressly set forth herein or otherwise authorized in writing, shall implement reasonable procedures to prohibit the disclosure, unauthorized duplication, misuse or removal of the other party's Confidential Information and shall not disclose such Confidential Information to any third party except as may be necessary and required in connection with the rights and obligations of such party under these Terms, and subject to confidentiality obligations at least as protective as those set forth herein. Without limiting the foregoing, each of the parties shall use at least the same procedures and degree of care which it uses to prevent the disclosure of its own confidential information of like importance to prevent the disclosure of Confidential Information disclosed to it by the other party under these Terms and Conditions, but in no event less than reasonable care. The receiving party will not commingle or mix the other party's Confidential Information with other information.

Authorized Disclosure. In addition, each party shall be entitled to disclose the other party's Confidential Information to the extent such disclosure is necessary to comply with reporting requirements for public companies and as requested by the order or requirement of a court, administrative agency, or other governmental body; provided, that the party required to make the disclosure shall: (i) provide prompt, advance notice thereof to enable the other party to seek a protective order or otherwise prevent such disclosure; and (ii) seek treatment of the Confidential Information to the highest level of protection afforded under relevant laws and policies.

Remedies. If either party breaches any of its obligations with respect to confidentiality, or if such a breach is likely to occur, the other party shall be entitled to all relief, remedies and recourses available at law or in equity. In addition to all other remedies available at law and at equity, the other party shall be entitled to seek specific performance or a restraining order, decree or injunction.

Warranty. With respect to new equipment, for a period of one (1) year from the date of shipment of each unit of Network Equipment to Customer from Shipping Point, Tantalus warrants that: (i) each unit of Network Equipment will be free from defects in material, workmanship and manufacture under normal use and service, (ii) title to each unit of Network Equipment shall be free and clear of all liens, financial encumbrances and security interests, (iii) all materials, parts, components and other items initially incorporated in the Network Equipment will be new; and (iv) each unit of Network Equipment shall be compliant with, and perform in accordance with its Specifications. The warranty for replaced or repaired Network Equipment originally warranted under this paragraph shall be thirty (30) days from date of return to Customer or the balance of the original warranty period, whichever is greater. With respect to refurbished equipment, for a period of 30 days from the date of shipment of refurbished Network Equipment to Customer from Shipping Point, Tantalus warrants that: (i) each unit of refurbished Network Equipment will be free from defects in material, workmanship and manufacture under normal use and service, (ii) title to each unit of refurbished Network Equipment shall be free and clear of all liens, financial encumbrances and security interests; and (iii) each unit of refurbished Network Equipment shall be compliant with, and perform in accordance with its Specifications. The aforementioned warranties apply only when all three of the following conditions prevail: (i) the unit of Network Equipment is owned by the original Customer and not by an assignee; (ii) the Customer is not the subject of bankruptcy or comparable proceedings; and (iii) while Tantalus has not invoked a subsisting remedy in respect of Force Majeure. The aforementioned warranties will not apply to Licensed Software which is sold "as is" with no warranty, in accordance with the applicable End User License, will not cover any third party products provided by Tantalus or third party products or services provided to Customer by Third Party Suppliers. Any warranty for such products will be between Customer and the third party manufacturer or supplier. To the fullest extent allowed, Tantalus will assign all third party warranties to Customer.

Warranty Returns. For any breach of warranty, Tantalus' sole obligation shall be to, at its sole option and expense, repair or replace defective Network Equipment or refund the purchase price thereof, within 60 days of receipt of such defective Network Equipment at its designated depot, provided that the Customer has returned the defective Network Equipment to Tantalus no later than four weeks after the expiry of the applicable warranty period set forth herein. Customer will be responsible for removing defective Network Equipment from the installation

point and returning the defective Network Equipment, transportation charges prepaid by Customer, to Tantalus at its designated depot, together with Tantalus' return material authorization number ("RMA") and completed problem sheet. Tantalus will be responsible for paying all shipping and other costs incidental to the return of repaired or replacement Network Equipment to Customer. Customer will be responsible for re-installing such repaired or replacement Network Equipment. To the extent Tantalus determines that the Network Equipment returned under warranty is not defective (that is, no fault found), Customer will pay for the return of the Network Equipment and will pay Tantalus the fee of US\$150 per no fault found Network Equipment. Tantalus will make available out-of-warranty repairs in accordance with its programs in effect at the relevant time. Services for out-of-warranty repairs will be provided at Tantalus' then current time and materials fees and rates.

No Warranty. The warranties described herein will not cover Network Equipment: (i) units whose original bar code, copyright notices and proprietary legends, if any, have been spoiled or altered, (ii) units that were not installed or de-installed as per Tantalus' specifications or serviced by Tantalus or a person authorized by Tantalus to do so, (iii) units that were the subject of repair, modification or alteration without Tantalus's approval, (iv) units damaged or defective because of reasonable wear and tear, (v) units that were not operated in accordance with the Specifications; (vi) units damaged or defective because of problems with electrical power, (vii) units damaged or defective because of acts of God, (viii) units that in Tantalus's reasonable opinion have been misused, altered, abused or subject to abnormal conditions of operation or handling, and (ix) units damaged or defective due to an Excusing Event.

DISCLAIMER. TANTALUS DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED OR STATUTORY, INCLUDING ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF OTHER'S INTELLECTUAL PROPERTY RIGHTS AND DURABILITY.

Relief for patent and copyright matters. Tantalus, at its expense, shall defend any court suit brought against Customer by a third party alleging that units of Network Equipment purchased by Customer infringe US or Canadian patent or copyright. Tantalus's obligation to defend is effective only if Customer is not in breach of any of these Terms and of any other agreement between the parties, and if Tantalus is notified promptly and given complete information, assistance and authority by Customer to conduct the defense. If any unit of Network Equipment: (a) is adjudicated by a court of competent jurisdiction after appeals therefrom are exhausted, as infringing any US or Canadian patent or copyright or (b) has its use enjoined by such court, Tantalus will, at its election: (i) procure for the Customer the right to continue using said unit; (ii) replace it with non-infringing and functional equivalent; (iii) modify it to become non-infringing; or (iv) if none of the aforementioned options are reasonably available, refund to Customer all amounts paid for the infringing Network Equipment, depreciated on a straight line basis over a ten (10) year period. Tantalus's obligation to defend includes the sole right to settle. Tantalus's obligation to defend does not apply to the following: (A) Network Equipment based on a design, specifications or instructions supplied or requested by Customer; (B) use of Network Equipment in combination with any other hardware or software not provided by Tantalus, if infringement would not have occurred but for such combination; (C) use of any release of Licensed Software or any firmware other than the most current release made available to Customer; (D) use of Network Equipment other than as permitted under these Terms, or as intended by Tantalus, if the infringement would not have occurred but for such use; or (E) modifications made to Network Equipment not made by Tantalus or approved by Tantalus. The foregoing states Tantalus's entire liability with respect to intellectual property infringement by any unit of Network Equipment.

General Indemnity. Tantalus shall defend, indemnify and hold Customer harmless from all loss, expense or damages (including without limitation, reasonable attorney's fees) which may be incurred by Customer as a result of any claims or actions resulting from: (a) damage to tangible personal property owned by Customer and caused by the gross negligence of Tantalus; and (b) death of or bodily injury to a Customer employee or third party to the extent caused by Tantalus' gross negligence. Customer will provide Tantalus with prompt, written notice of any claim covered by this indemnification. Unless Tantalus fails to defend Customer, Customer shall not undertake the defense of any such claim. Tantalus, at its sole expense, shall defend all such claims and actions against Customer, whether brought informally or through court or administrative procedures.

Customer Indemnity. The relationship of Tantalus and Customer established by these Terms are that of independent contractors and neither party is an employee, agent or joint venture of the other. All financial obligations associated with Customer's business are the sole responsibility of Customer. Except for warranty claims under these Terms, Customer shall indemnify, defend and hold harmless Tantalus from and against any and all claims, liabilities, damages, debts, settlements, costs, attorneys' fees, expenses and liabilities of any type whatsoever that may arise on account of Customer's activities, or those of its employees or agents, including, without limitation, (i) all sales and use taxes and similar charges arising in connection with the purchase of Network Equipment and Services hereunder and all other federal, state and municipal taxes, interest, fines and penalties arising in connection with Customer's business activities and (ii) those relating to Customer's use of the Network Equipment or Customer's breach of any term, representation or warranty of these Terms.

Limitations. NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY, OTHER THAN FOR GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY (I) SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR LOSSES INCLUDING, WITHOUT LIMITATION, LOSS OR CORRUPTION OF DATA, LOSS OF REVENUE, SAVINGS OR PROFITS, CLAIMS BY USERS AND THIRD PARTIES, LOSS OF GOODWILL, BUSINESS INTERRUPTION OR OTHER PECUNIARY LOSS WHETHER ARISING FROM BREACH OF WARRANTY OR CONDITION, BASED ON CONTRACT, TORT, RELIANCE, FUNDAMENTAL BREACH, STATUTE, OR ANY OTHER THEORY, AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR (II) COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY OR SERVICES. NOTWITHSTANDING ANYTHING ELSE IN THESE TERMS AND WITHOUT LIMITING THE FOREGOING, TANTALUS WILL NOT BE LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THESE TERMS UNDER ANY CONTRACT, NEGLIGENCE, CIVIL LIABILITY, TORT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR: (A) ANY AMOUNTS IN EXCESS OF THE AGGREGATE AMOUNTS PAID TO TANTALUS FOR NETWORK EQUIPMENT AND SERVICES GIVING RISE TO SUCH LIABILITY IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE CLAIM; (B) ANY FAILURE OR DELAY DUE TO FORCE MAJEURE; OR (C) ANY ALLOCATION OF NETWORK EQUIPMENT AND SERVICES AMONG ITS CUSTOMERS IN THE EVENT OF A SHORTAGE. LIMITATIONS OF LIABILITY WILL NOT BE ASSERTED TO THE EXTENT PROHIBITED BY RELEVANT LAWS AND POLICIES. TANTALUS' PRICING REFLECTS THIS ALLOCATION OF RISKS AND THE LIMITATION OF LIABILITY.

Ownership of Intellectual Property. Except for licenses otherwise expressly granted under these Terms, the sale of Network Equipment hereunder does not convey to Customer any Proprietary Rights in the Network Equipment and Customer acknowledges Tantalus's exclusive rights thereto. Neither the sale of Network Equipment nor any provision of these Terms will be construed to grant to Customer, either expressly, by implication or by way of estoppel, any license under any other Proprietary Rights of Tantalus covering or relating to any other product or invention of Tantalus, or any combination of the Network Equipment with any other product of Tantalus.

Term. Unless terminated earlier as provided herein, these Terms shall have an initial term of one (1) year commencing on the execution date of these Terms (Initial Term) and shall automatically renew for successive one (1) year periods thereafter, until terminated in accordance with these Terms.

Termination. Either party may terminate these Terms effective upon the delivery of written notice of such termination to the other party, if the other party: becomes insolvent, is generally not paying its debts as such debts become due, makes an assignment for the benefit of creditors, is the subject of any voluntary or involuntary case commenced under the federal bankruptcy laws, as now constituted or hereafter amended (which, in the case of involuntary bankruptcy, is not dismissed within 30 days), or of any other proceeding under other applicable laws of any jurisdiction regarding bankruptcy, insolvency, reorganization, adjustment of debt or other forms of relief for debtors, has a receiver, trustee, liquidator, assignee, custodian or similar official appointed for it or for any substantial part of its property, or is the subject of any dissolution or liquidation proceeding; breaches its obligations related to confidentiality; or is in default in any material respect in the performance of any its obligations under of these Terms, provided that the party not at fault has given the other party forty five (45) days prior written notice of such default and such other party has not remedied the default; provided however if the defaulting party is Customer and such default

is attributable to or includes Customer's failure to pay any amount when due, then the aforementioned 45 day cure period will be reduced to five (5) days. Either party may terminate these Terms, at any time and for any reason, on ninety (90) days' prior written notice to the other party, provided however that if terminated by Customer, Tantalus shall take commercially reasonable efforts to cancel any deliveries to Customer which are scheduled to be made after the termination date. Customer shall be responsible for actual costs reasonably incurred in performing before termination, including the cost of Network Equipment released or received by Customer, or that has been shipped within 45 days, prior to the date of the notice. Prior to the effective termination of these Terms, all of the terms and conditions of, and the respective rights and obligations of the parties to, these Terms will remain completely valid and enforceable; provided however that, in the event Tantalus terminates these Terms for cause, then any deliveries of Network Equipment and Services to Customer which are scheduled to be made subsequent to the effective date of termination shall be cancelled. Termination is not the sole remedy available under these Terms and, whether or not termination is effected; all other legal remedies will remain available. Notwithstanding anything to the contrary in these Terms, no expiration or termination of these Terms by either party shall affect any rights or obligations of either party: (i) which are vested pursuant to these as of the effective date of such expiration or termination, (ii) any other provisions intended by the parties to survive such expiration or termination including, but not limited to, Purchase Orders accepted pursuant to these Terms.

Dispute Resolution. Except for disputes related to nonpayment or as otherwise provided herein, neither party shall resort to formal litigation proceedings until the parties have attempted to resolve the Dispute through non-binding mediation. The party raising a Dispute shall submit to the other party a written notice and supporting material describing all issues and circumstances related to the Dispute (a "Dispute Notice"). A designated senior management representative of each party shall attempt to resolve the Dispute. If the parties' representatives fail to resolve the Dispute within thirty (30) days from receipt of a Dispute Notice, the Dispute shall be referred to a mediator in the jurisdiction set forth under the Governing Law section of these Terms, as mutually agreed between the parties. If the use of non-binding mediation is not successful, either party may commence formal litigation proceedings to resolve the Dispute. This Section shall not be construed to prevent a party from instituting litigation proceedings earlier than as indicated in this section to: (a) avoid the expiration of any applicable limitations period, (b) preserve a superior creditor position or (c) seek injunctive relief to prevent irreparable harm, including without limitation, harm caused by a breach of confidentiality obligations.

Notices. Any notification, notice, approval, confirmation or consent required or permitted to be given under these Terms must be in writing and signed by an authorized Representative of a party (whether a party hereto or a third party, as the case may be), and be either: (i) personally delivered, (ii) sent by prepaid, certified first class mail, return receipt requested, or (iii) sent by facsimile to (919) 900-8978 (provided confirmation of delivery is obtained at the time of transmission). Communications to Tantalus must be addressed to: Peter A. Londa, President & CEO, Tantalus Systems, Inc. 1130 Situs Court, Suite 230, Raleigh, NC 27606. Unless expressly set out to the contrary herein, consent or approval that is explicitly required herein of a party hereto will not be unreasonably delayed, withheld or withdrawn by it. Either party may change the address for service by giving 15 days advance written notice to the other party. All notices will be effective upon receipt and will be deemed received: (i) upon delivery, if personally delivered, (ii) upon signature by the receiving party, if sent by certified mail, or (iii) upon the date stated in the facsimile delivery confirmation, if sent by facsimile.

Severability. If any provision or term of these Terms is determined to be invalid or unenforceable, the invalidity or unenforceability of that provision or term will not affect the validity or enforceability of the remaining provisions and terms or the validity or enforceability of that provision or term in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify these Terms so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the extent possible.

Amendment and Waiver. No amendment or waiver of any provision of these Terms shall be effective unless it is in writing and signed by the party against which it is sought to be enforced. No waiver by any party or any breach or series of breaches in performance by the other party, and no failure, refusal or neglect to

exercise any right, power or option given to either party to insist upon strict compliance with or performance of the obligations hereunder, will constitute a waiver of the provisions hereof with respect to any subsequent breach thereof or a waiver by such party of its right at any time thereafter to require strict compliance with the provisions hereof.

Governing Law. These Terms shall be governed by, and construed under, the laws of the State of Delaware without regard to conflicts of law provisions thereof and without regard to the United Nations Convention on Contracts for the International Sale of Goods. Tantalus and Customer waive a trial by jury in any such suit, action or proceeding.

Force Majeure. No default, delay or failure to perform on the part of either Party shall be considered a breach of these Terms where such default, delay or failure is due to a force majeure or to circumstances beyond its control. Such circumstances will include, without limitation, strikes, riots, civil disturbances, actions or inactions concerning government authorities, epidemics, war, terrorist acts, embargoes, severe weather, fire, earthquakes, acts of God or the public enemy or default of a common carrier or other disasters or events. Lack of funds or credit will not constitute a Force Majeure.

Successors and Assigns. These Terms bind, and inures to the benefit of, the parties and their respective successors. These Terms shall not be assigned by either party without the prior written consent of the other party, except that Customer agrees that Tantalus may assign, without notice to Customer, any account receivable arising under these Terms in connection with a factoring arrangement.

Definitions and Interpretation. “**Affiliate**” means, with respect to any Party, any legal entity that such Party owns, is owned by, or is under common control with such Party. For purposes of the foregoing definition of “Affiliate,” the terms “control” and “own” mean possessing a 50% or greater interest in an entity or the right to direct the management of the entity. “**Business Day**” means any day that is not a Saturday, Sunday or a state or federal holiday. “**Confidential Information**” of a party is information (in tangible or intangible form) that it owns or has license for, and discloses to the other party, that: (i) derives economic value, actual or potential, from not being generally known to, and is not readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its confidentiality; and includes technical information (such as formulas, data, programs, methods, techniques and processes), business information (such as information about finances, customers and potential customers, marketing plans and business strategies), and the terms of these Terms; but Confidential Information does not include information that the receiving party establishes: (i) it developed independently; or (ii) was generally available to the public through no fault of its own; or (iii) was possessed by it before its receipt thereof from disclosing party; or (iv) was acquired from a third party without the breach of any confidentiality obligation; or (v) five (5) years after its disclosure, does not constitute a trade secret under relevant laws and policies. Confidential Information shall also include all notes, copies and summaries, in any media, and recollections of a receiving party of Confidential Information. “**Destination**” means Customer’s designated destination point for the delivery of Network Equipment. “**Dispute**” means any dispute, controversy, difference or claim, arising under or in connection with these Terms, including its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims. “**Excusing Event**” means any (i) Force Majeure or other event outside of Tantalus’ reasonable control; (ii) failure, act or omission of Customer or its agents, employees, suppliers, subcontractors or consultants, including without limitation improper performance of Customer’s responsibilities under the Agreement, or unreasonable delay or failure of Customer to approve changes that are relevant to an applicable failure; (iv) failure, act or omission of any third party (including any Third Party Supplier) or its agents, employees, suppliers, subcontractors or consultants; or (v) failure of any components (hardware, software, network, maintenance) provided and/or maintained by Customer. “**Licensed Software**” means all Tantalus software and firmware residing on, or provided in connection with, each unit of Network Equipment purchased under these Terms, together with all software documentation related thereto and any and all updates thereto. The terms and conditions of EULA will apply to the Licensed Software provided to Customer. “**Network Equipment**” means the equipment manufactured by or for Tantalus for use as part of TUNet and its associated Licensed Software that are or will be under these Terms physically deployed in the Customer’s service territory. For clarity, Network Equipment does not include the system backhaul, network operations center, meters or any Third-Party Products, Third-Party Services, or Third-Party Software.

“**Purchase Orders**” means purchase orders issued, from time to time, by Customer to Tantalus pursuant to which Customer will purchase Network Equipment and Services in accordance with these Terms and Conditions of Sale. Each Purchase Order will be deemed to include these Terms, even if not specifically stated on the Purchase Order. “**Services**” means deployment engineering support services as described on the price list that Tantalus provides from time to time. For clarity, Services do not include Technical Support; “**Shipping Point**” means the designated depot or depots in North America selected by Tantalus as its shipping point for Network Equipment. “**Specifications**” means the design, performance and regulatory requirements for each Network Equipment, as such may be amended from time to time by Tantalus. “**Third-Party Product**” means a product or application that is produced by a company other than Tantalus. Third-Party Products may have the benefit of a manufacturer’s warranty provided by the product manufacturer. “**Third-Party Services**” means those services that are offered or provided by a company other than Tantalus. “**Third-Party Software**” means software that is licensed by a company other than Tantalus. Use of Third-Party Software is subject to end-user’s acceptance of the third-party End User’s License Agreement (EULA). Third-party software may have the benefit of warranties provided by the third-party software licensor. “**TUNet®**” means the TUNet smart grid network provided by Tantalus pursuant to these Terms and does not include Third-Party Products, Third-Party Services or Third-Party Software. **Interpretation Not Affected by Headings, etc.** The division of these Terms into sections and other portions and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation hereof. **Date For Any Action.** In the event that any date on which any action is required to be taken hereunder by any of the parties hereto is not a Business Day, such action shall be required to be taken on the next succeeding day which is a Business Day. **Authorship.** Authorship of these Terms will have no bearing on the construction of any terms hereof or ambiguities thereof.

Quotation as Purchase Order. Signature below shall constitute submission by the Customer and acceptance by Tantalus of the foregoing quotation as an authorized Purchase Order for the equipment and services listed thereon, subject to the foregoing Terms and Purchase of Sale. The Purchase Order may not be modified, added to or rescinded except through mutual agreement and acceptance in writing by both Parties.

AGREED AND ACCEPTED:

City of Russell

BY: _____

Name: _____

Title: _____

Date: _____



City Council Agenda Form

Meeting Date: March 17, 2020
Agenda Item Title: 2.4 MW Capacity Transaction - City to KMEA
Department: Electric

Agenda Item Description: Temporary Dogwood Capacity Sale to KMEA

Background: Russell is an owner, through KMEA, of 5 MW of Capacity and Energy from the Dogwood Energy Facility. Dogwood Energy has a need for 30 MW of capacity during upcoming major maintenance projects during CY2020 and CY2021. Dogwood has requested 2.4MW of capacity from the City of Russell during October and November of 2020 and March through May of 2021. During the requested time periods, Russell has enough capacity and will not be harmed by making the sale to Dogwood Energy.

City Attorney Review/ Comment: Under review

Funding Source: Electric Department

Options:

1. Authorize the Mayor to sign the Capacity Transaction Letter with KMEA
2. Take no action - the Capacity Transaction Sell does not occur

Staff Recommendation: Authorize the Mayor to sign the 2.4 MW Capacity Transaction with KMEA

Attachment(s): Capacity Transaction Confirmation Letter

CAPACITY TRANSACTION

CONFIRMATION LETTER

This confirmation letter (“Confirmation”) shall confirm the Transaction agreed to on _____, 2020 (the “Execution Date”) between the City of Russell, Kansas (“City”) and the Kansas Municipal Energy Agency (“KMEA”) regarding the sale and purchase of the Product under the terms and conditions as follows:

Buyer: KMEA

Seller: City of Russell, Kansas

Product

Description: Unit Firm Capacity. Contract Quantity is intended to be exclusively available to Buyer, equal in priority with other Firm Capacity sales from the Facility.

Unit: Dogwood Energy Facility, Pleasant Hill, Missouri (“Facility”)

Contract

Quantity: 2.4 MW

Governing

Agreement: This Confirmation will be governed in accordance with the terms of the EEI Master Power Purchase and Sale Agreement (“Governing Agreement”), effective May 22, 2014 between KMEA and Westar Energy, Inc. (“Westar”), and such terms are incorporated herein and are expressly applicable to KMEA and the City. Any inconsistency between this Confirmation and the Governing Agreement shall be resolved in favor of this Confirmation. Terms used but not defined herein shall have the meanings ascribed to them in the Governing Agreement.

Delivery

Period: October 1, 2020 through November 30, 2020 and March 1, 2021 through May 31, 2021

Delivery

Hours: All hours during the Delivery Period

Delivery

Point: The Pnode for the Facility busbar identified as “MPSPHILLUNDOGWOOD”, as established by Southwest Power Pool, Inc. or its successor (“SPP”).

Contract Price:

For each month during the Delivery Period, Buyer shall pay Seller the Monthly Capacity Payment Amount.

The Monthly Capacity Payment Amount shall be calculated as the applicable Capacity Price multiplied by the Contract Quantity, as set forth in the table below:

Period	Capacity Price (\$/kw/mo)	Contract Quantity (MW)	Capacity Payment (\$/mo)	Capacity Payment (\$/period)
Oct 2020–Nov 2020	0.50	2.4	1,200	2,400
Mar 2021–May 2021	0.50	2.4	1,200	3,600
Total				6,000

Statements:

KMEA shall provide a credit on the City’s power supply statements reflecting the effects of the Contract Price on City’s monthly charges as set forth above.

City Representations and Warranties:

The City represents and warrants that it has sufficient contractual rights to the Contract Quantity and associated Energy and Ancillary Services of the Facility to satisfy its obligations herein. The City has duly authorized the execution of this Confirmation.

(**Signature page follows**)

**KANSAS MUNICIPAL ENERGY
AGENCY**

Name: Paul Mahlberg

Title: General Manager

CITY OF RUSSELL, KANSAS

Name: _____

Title: Mayor

(SEAL)

ATTEST:

Name: _____

Title: City Clerk



City Council Agenda Form

Meeting Date: March 17, 2020
Agenda Item Title: Water Conservation Plan Review
Department: City Manager

Agenda Item Description: Minor Updates to Current Water Conservation Plan

Background: The primary objective of the Water Conservation Plan is to develop long-term water conservation plans and short-term water emergency plans to assure City customers of an adequate water supply that will meet their needs.

Staff completes an annual review of the plan; water use conservation goal, a long-term water use efficiency plan, a drought / emergency response plan, and provisions for monitoring, evaluating and revising the plan. Staff recommends updating the plan to reflect the gallons per capita per day (GPCD) usage listed in the 2017 Kansas Municipalities Water Use Publication.

City Attorney Review/ Comment: N/A

Funding Source: N/A

Options:

1. Approve the Water Conservation Plan with GPCD update
2. Provide staff with alternate direction
3. Take no action - no changes are made to the Water Conservation Plan

Staff Recommendation: Approve the Water Conservation Plan as recommended

Attachment(s): Water Conservation Plan with updates



**WATER CONSERVATION PLAN
FOR THE
CITY OF RUSSELL, KANSAS**

Approved by the Governing Body of the City of Russell, Kansas, March 17, 2020

WATER CONSERVATION PLAN FOR CITY OF RUSSELL

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IMPORTANCE OF WATER CONSERVATION

Historically, water conservation measures have typically been invoked only during times of drought or other emergency water shortage. However, as Kansas water supplies continue to diminish, this view of water conservation is changing. Like many other public water suppliers, the City of Russell is looking to water conservation to manage limited resources and to help avert water and wastewater system expansions, which results in significant savings in capital and operating costs. Ultimately, water conservation must be a shared responsibility between the City and all its water customers.

INTRODUCTION

The City of Russell obtains raw water from two sources: groundwater (Pfieffer wells) and surface water (Big Creek).

The original water supply for our City was obtained from Fossil Lake and the Smoky Hill River South of Russell. When the Smoky Hill River became too high in chlorides, the Kansas Department of Health & Environment mandated a change from this location for a water supply; therefore, a pumping station and a 12" pipeline was installed at Big Creek, 7.5 miles southwest of Russell. In 2006 the 12" pipeline was replaced with a 16" pipeline. This supply is still in use today.

In 1954, Russell received an appropriated water right in Cedar Bluff Reservoir of 2,000 acre-feet with 2,700 acre-feet of water storage, of which a portion may be used to supplement the water flow in the Smoky Hill River. The City has vested water rights in the Smoky Hill River and installed a diversion dam on the river and a pumping station with a 18" pipeline to the Pfieffer area. This supplied us with water when Big Creek is in short supply.

In 1970, Russell constructed 9 wells in the Smoky Hill River valley, near our Pfieffer pumping station. In 1980, 21 miles of 18" pipe was laid to the water treatment plant in Russell. This action has conserved many millions of gallons of water over the years and remains in service today. In 2015 an investment of an existing irrigation well was put into municipal use, which became our tenth producing well.

In 1998, the City of Russell completed construction of a Pre-sedimentation basin and a 750,000-gallon underground reservoir. These additions kept the city within State Safe Water Drinking regulations and provide the City with additional water storage.

The City operates two water treatment facilities that provide for partial water softening of groundwater and surface water sources, as well as filtration and disinfection as required to meet current federal and state drinking water standards. The original water treatment plant, constructed in 1936, was designed to treat surface and ground water. Construction was completed in 2008 of a new electro-dialysis reversal treatment plant designed to treat ground water. The current conjunctive use of surface water and ground water as sources of water supply allows the City some redundancy for our source of supply.

Management of our water resources includes resource development, efficient management of existing resources, and conservation to assure sufficient supply of water is available now and in the future for the beneficial uses of our customers.

The City of Russell believes that our municipal water conservation plan represents an additional major step in ensuring our customers of a dependable water supply in future years. The plan includes a water use conservation goal, a long-term water use efficiency plan, a drought / emergency response plan, and provisions for monitoring, evaluating, and revising the plan.

MUNICIPAL WATER CONSERVATION PLAN

The code of the City of Russell established procedures for voluntary and mandatory water conservation. The primary objectives of the Water Conservation Plan for the City of Russell are to assist in carrying out the purpose of the Code to promote and develop long-term water conservation plans (Long-Term Water Use Efficiency Sections) and short-term water emergency plans (Drought/Emergency Response Section) to assure City customers of an adequate water supply to meet their needs. The efficient use of water also has the beneficial effect of limiting or postponing additional water system expansion, thus limiting or postponing the resultant increase in costs, in addition to conserving the limited water resources of the State of Kansas.

LONG-TERM WATER USE EFFICIENCY

WATER USE CONSERVATION GOALS

The City of Russell used 145 gallons per capita per day (GPCD) in 2017. This GPCD figure included:

- a) water sold to residential/commercial/industrial customers;
- b) water distributed for free public services (fire protection, street cleaning, parks, cemeteries, swimming pool etc.); and
- c) water lost by leaks in the water distribution system.

According to Figure 1, shown in the 2017 Kansas Municipalities Water Use Publication, our City is located in Region 6ML (Medium-Large). From this publication, it was determined that our City water use in CY2017 was 145 GPCD. The City desires to set a water use conservation goal for usage not to exceed 135 GPCD based on the regional average of the last five reported years (2013 thru 2017). Our City anticipates not exceeding this goal by carrying out specific actions that are outlined in our plan.

WATER CONSERVATION PRACTICES

The City's conservation practices include actions that will reduce overall demand for water, diminish water usage at peak demand time, improve efficiency in water use, and reduce water losses. This section of the plan summarizes the current and proposed education, management, and regulation efforts that relate to the long-term conservation of water in the City of Russell. Specific practices that will be undertaken to conserve water are listed and a target date to begin each practice is also shown.

Education

The following is a list of current and proposed water use efficiency education practices:

1. The City water bills show the number of gallons of water used during the billing period and the cost of water.
2. Water conservation tips are provided on the back of the full sheet water bills, on the City website, local radio advertising and at the City Building.
3. Information is provided to the general public on water conserving practices through publications, radio advertising and community events such as the annual Home Show.
4. The Board of Education and teachers have become involved in water conservation through classroom lectures and incentives for children to conduct home checks

5. Water conservation and xeriscaping classes will be offered to the public through a partnership between the City and outside entities.

Target Date: May 2021

Management

The following is a list of current and proposed water use efficiency management practices:

1. All raw water intakes have meters installed and the meters are repaired or replaced within 24 hours. Raw water meters are tested for accuracy at least once every three years. Each meter is repaired or replaced if its test measurements are not within two percent of the actual volume of water passing through the meter.
2. All raw water meters and individual service connections are read at least on a monthly basis.
3. The City conducts a monthly water management review, which may result in a specified change in water management practices or implementation of a leak detection and repair program or plan, whenever the amount of unsold water exceeds 20 percent of the total raw water diverted for a four-month period.
4. Water sales are based on the amount of water used.
5. Meters are installed at all residential service connections and at all other service connections, including separate meters for municipally owned irrigation systems.
6. Meters at each individual service connection (one inch or less) are replaced on a regular basis, at least once every 15 to 20 years.
7. The current water rate structure, adopted in 2014, is an excess use rate where the unit price for water increases after a specific volume consumed is exceeded. .
8. A random sampling of residential meters will be tested for accuracy at least annually. Each meter will be repaired or replaced if its test measurements are not within two percent of the actual volume of water passing through the meter.
9. A water conservation rebate program for high efficiency/low flow toilets for residences was implemented in 2013.
10. A free low-flow shower head program was implemented in 2012 to replace old high-water usage shower heads.
11. All manual read meters were replaced with automated water meters / automated meter read system in 2014 to improve efficiency and water accountability.

Regulation

The following is a list of current and proposed water use efficiency regulations practices:

1. Adopt 2012 International Building Codes which require all new or renovated construction use toilets that use 1.6 gallons per flush or less and low flow shower heads that use 2.5 gallons per minute or less.
2. An ordinance was adopted in 2007 which prohibits the waste of water.
3. Adopt an ordinance which restricts outdoor watering between the hours of 10 a.m. and 9 p.m. between May 1 and September 30.

Target Date: Mar 2020

DROUGHT / EMERGENCY RESPONSE

The Drought/Emergency Response applies to all persons, customers, and property served by the City of Russell. All entities that purchase water from the City of Russell will be required to follow the same reductions in water use as the City of Russell.

The City of Russell addresses its short-term water shortage problems through a series of stages based on conditions of supply and demand with accompanying triggers, goals and actions. Each stage is more stringent in water use than the previous stage since water supply conditions are more deteriorated. The water shortage may be the results of a drought or a system failure. A drought may deplete the available water supplies or place stress on the City's ability to deliver water. A system failure could occur that would threaten the City's ability to deliver water to the entire service area.

The declaration of the beginning and end of a water watch, water warning or water emergency shall be effective as provided in the Code of the City of Russell, Kansas. The Governing Body is authorized by ordinance to implement the appropriate conservation measures. A copy of the Water Conservation Ordinance is included in Appendix A and will be supplemented and changed as that code is amended.

STAGE 1: WATER WATCH

Triggers

This stage may be triggered by any one, or combination of, the following conditions:

1. Finished water production levels are at 75 percent capacity or more for three consecutive days.
2. Pumping of the Pfeifer wells lowers water levels to within fifteen (15) feet of the top of the well's screens, for three or more wells.
3. Emergency conditions related to repairs or water quality.

Goals

The goals of this stage are to heighten awareness of the public on water conditions, to maintain the integrity of the water supply system, and to ask for voluntary reductions in the water use to avoid having to implement mandatory restrictions.

Education Actions

The City will make occasional news releases to the local media describing the present conditions and indicating the water supply outlook for the upcoming season.

Management Actions

Leak repairs will begin within 8 hours of detection.

The city will monitor its use of water and will curtail activities such as hydrant flushing and street cleaning, including watering of City grounds and washing of vehicles.

Regulation Actions

1. Outdoor watering of lawns, trees, shrubs and plants is permitted only before 10 a.m. and after 9 p.m.
2. The public will be asked to curtail some outdoor water use and to make efficient use of indoor water, i.e., wash full loads, take short showers, don't let faucets run, etc.
3. Any other action deemed appropriate by the City Manager.

Requirements for Termination of WATER WATCH

The WATER WATCH will be terminated following consideration of the following information:

- Have finished water production levels been below 75 percent operating capacity for three consecutive days?
- Have the Pfeifer well's water levels raised above fifteen (15) feet of the top of the well's screens? Are there any emergency conditions related to repairs or water quality?
- What is the current and projected length of the drought?
- What is the short- and long-range precipitation forecast?

The City will continue to promote wise outdoor watering throughout the summer months.

STAGE 2: WATER WARNING

Triggers

This stage is triggered by any one of the following conditions:

1. Finished water production levels are at 90 percent capacity or more for three consecutive days.
2. Pumping of the Pfeifer wells lowers water levels to within ten (10) feet of the top of the well's screens, for three or more wells.
3. Big Creek ceases to flow over the low head dam at the Big Creek Pump station.
4. Emergency conditions related to repairs or water quality.

Goals

The goals of this stage are to reduce overall weekly consumption by 15% and to decrease the impact on the sources of supply.

Education Actions

1. The city staff will inform the mayor and city council on water usage, water production and well levels bi-weekly.

2. The City will make weekly news releases to the local and social media describing the present conditions and indicating the water supply outlook for the upcoming week.
3. Water conservation information will be included on the back of utility bills.

Management Actions

1. The City's water supplies will be monitored weekly.
2. Leak repairs will begin within 6 hours of detection.
3. Activities such as hydrant flushing and street cleaning, including watering of City grounds and washing of vehicles will be extremely limited.

Regulation Actions

1. Outdoor watering for residential and public grounds is prohibited except for one day per calendar week on that property's sanitation pickup day. Watering on your sanitation pick up day is permitted only before 10 a.m. and after 9 p.m. Trees, shrubs and plants held for sale by commercial and retail sellers may be watered.
2. Refilling of private swimming pools will be allowed one day a week after sunset.
3. Waste of water is prohibited.
4. Home outdoor washing of vehicles will be restricted to once per week on Saturdays only.
5. Industrial and commercial users shall not water their lawns or non-commercial trees, shrubs and plants, except for one day per calendar week on that property's sanitation pickup day. Watering on your sanitation pick up day is permitted only before 10 a.m. and after 9 p.m.. If such customer has multiple sanitation pickup days in a week then outdoor watering shall be permitted on only the first sanitation pickup day of the week for such customer.
6. Industrial customers will be notified and required to limit monthly consumptions to 85% based on a prior 5-year average for the month in question.
7. Any other action deemed appropriate by the City Manager.

Requirements for Termination of WATER WARNING

The WATER WARNING will be terminated following consideration of the following information:

- Finished water production levels have been below 90 percent operating capacity for three consecutive days.
- Big Creek begins to flow over the low head dam at the Big Creek Pump station for more than ten (10) consecutive days.
- Are there any emergency conditions related to repairs or water quality?
- What is the current and projected length of the drought?
- What is the short- and long-range precipitation forecast?
- What are the future and current releases from Cedar Bluff Reservoir?

Upon termination of a WATER WARNING, a WATER WATCH becomes operative.

STAGE 3: WATER EMERGENCY

Triggers

This stage is triggered by any one of the following conditions:

1. Finished water production levels are at 100 percent capacity for three consecutive days.
2. Pumping of the Pfeifer wells lowers water levels to within eight (8) feet of the top of the well's screens, for three or more wells.
3. Big Creek ceases to flow at the Big Creek Pump station for more than thirty (30) consecutive days.
4. Emergency conditions related to repairs or water quality.

Goals

The goals of this stage are to reduce overall weekly consumption by 25% and to decrease the impact on the sources of supply.

Education Actions

1. The city staff will inform the mayor and city council on water usage, water production and well levels bi-weekly.
2. The City will make weekly news releases to the local and social media describing the present conditions and indicating the water supply outlook for the upcoming week.
3. Water conservation information will be included on the back of utility bills.

Management Actions

1. The City's water storage will be monitored daily.
2. The City's Pfeifer well field draw down levels will be monitored weekly.
3. Leak repairs will begin within 4 hours of detection.
4. Street cleaning and washing of city vehicles will be eliminated. City grounds will be watered with effluent water only during evening and nighttime hours.

Regulation Actions

1. Waste of Water is prohibited. This shall include permitting water to escape down a gutter, ditch, or other surface drain, and also failure to repair a controllable leak of water due to defective plumbing;
2. Outdoor watering of private and public grounds is prohibited, to include, but not be limited to, gardens, lawns, trees, shrubs, water gardens, plants, parks, golf courses and playing fields except the watering of trees, shrubs and plants maintained by a commercial grower on his or her commercial premises.

3. Filling or refilling residential above and/or below ground swimming pools is prohibited.
4. Washing of motor vehicles, boats and trailers on residential or public property is prohibited.
5. Washing of motor vehicles, boats and trailers on commercial or industrial property is prohibited except for commercial or industrial vehicles used in the operation of such business and washed as an ordinary and common practice in the operation of business, and except for the washing of vehicles at commercial truck and/or car washes.
6. Washing of the exterior of any building or structure on any grounds is prohibited.
7. Industrial users of water will be notified and are required to limit monthly consumptions to 75% based on a prior 5-year average for the month in question. City staff will provide each large industrial user with that user's monthly target for water use.
8. Any other action deemed appropriate by the City Manager

Requirements for Termination of WATER EMERGENCY

The WATER WARNING will be terminated following consideration of the following information:

- Finished water production levels have been below 100 percent operating capacity for three consecutive days.
- Big Creek begins to flow, and we are able to intake, at the Big Creek Pump station for more than fourteen (14) consecutive days.
- Are there any emergency conditions related to repairs or water quality?
- What is the current and projected length of the drought?
- What is the short- and long-range precipitation forecast?
- What are the future and current releases from Cedar Bluff Reservoir?

Upon termination of a WATER EMERGENCY, a WATER WARNING becomes operative.

PLAN REVISION, MONITORING, AND EVALUATION

The City of Russell reviews monthly totals for water productions, residential sales, commercial sales, water used for line flushing and fire protection, and water lost through system leaks. Problems noted during the monthly review will be solved as soon as possible.

The City of Russell Municipal Water Conservation plan will be reviewed during the month of April each year and on a more frequent basis during drought or other water shortage conditions. If the water conservation GPCD goals for the previous year are not met, then the City will review the data collected from the previous year in relationship to the status and effectiveness of the conservation practices that are outlined in our plan and will provide a status report to the City Council and the Division of Water Resources, which will also include any additional water conservation practices that may need to be taken in order for the City to achieve and maintain its water use conservation GPCD goals.

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Call Summary

Russell County Communications

133 W 8th St

Russell, KS 67665

County: Russell

Year:

2020

Agency Affiliation

Police

Report Date: 03/02/2020 08:21:54

Report Date From: 02/01/2020

Report Date To: 02/29/2020

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	175	175
Abandoned	14	14
Abandoned %	7.41%	7.41%
Unparsed	0	0
Total	189	189
Inbound	0	0
Abandoned	0	0
Outbound	0	0
Unparsed	0	0
Total	0	0
Inbound	1,516	1,516
Abandoned	13	13
Outbound	391	391
Unparsed	0	0
Total	1,920	1,920
Avg Call Duration	83.3	83.3
Total	2,109	2,109

February 2020
Building Inspection Report

Construction Inspections	<u>22</u>
Property Maintenance / Dangerous Structures Inspections	<u>2</u>
Gas Inspections	<u>3</u>
Certificate of Occupancy Inspections	<u>1</u>
Property Line Locate	<u>8</u>
<hr/>	
Total	<u>36</u>

Code Enforcement Report

Overgrowth	<u>0</u>
General Nuisance	<u>0</u>
Nuisance Vehicles	<u>0</u>
Property Maintenance	<u>0</u>
Door Hangers	<u>1</u>
Watch List	<u>10</u>
General Abatements	<u>0</u>
Over growth Abatements	<u>0</u>
<hr/>	
Total	<u>11</u>