

RUSSELL CITY COUNCIL MEETING
City Hall - 133 W. 8th St. - Russell, Kansas
Date: Tuesday, May 19, 2020 Time: 4:30 p.m.

To adhere to Governor Kelly's Executive Order No. 20-31 to temporarily prohibit gatherings of 10 or more people to limit the spread of COVID-19, the public will not be allowed to attend the City Council meetings in-person, but can watch the live-streamed event at <http://www.russellcity.org/274/GoTo-Meeting>.

CALL TO ORDER

INVOCATION/PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PUBLIC COMMENTS

Public Comments may be submitted in writing and can be emailed to kayla@russellcity.org, through the GoToMeeting chat function or calling in. Please include your full name and address when submitting your written comment.

PRESENTATIONS AND PUBLIC HEARINGS

- 1) Water Conservation Status
- 2) 2021 Budget – Discussion of Miscellaneous Funds

CONSENT AGENDA

- 1) Approval of May 5, 2020, Council Meeting minutes
- 2) Kansas Municipal Gas Agency Board of Directors Appointments
- 3) Appropriation Ordinance No. A-05-20
- 4) April 2020 Financials

UNFINISHED BUSINESS

- 1) FAA Grant for Airport Runway, Taxiway, and Apron Rehabilitation Project
- 2) Professional Services Agreement – Water Production Plant “A”

NEW BUSINESS

DEPARTMENT REPORTS

- 1) Deines Cultural Center
- 2) Pool Operations

PUBLIC COMMENTS

Public Comments may be submitted in writing and can be emailed to kayla@russellcity.org, through the GoToMeeting chat function or calling in. Please include your full name and address when submitting your written comment.

EXECUTIVE SESSION

- 1) For Matters Deemed Subject to Attorney-Client Privilege

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

May 5, 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, Stoppel, Wagner, Talbott, and Matt Driscoll.

The following staff members participated by virtual conference: City Manager Jon Quinday, Assistant City Manager Kayla Schneider, 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. Water Conservation Status

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

2. 2021 Budget Goals and Priorities

City Manager Quinday explained the 2021 budget goals of city staff and asked the council what their goals were.

Consent Agenda

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

Unfinished Business

1. Abandoned and Vacant Building Ordinance

Councilmember Cross made a motion to adopt the ordinance providing that the abandoned and vacant building provisions in the Code of the City of Russell shall sunset and revoking all of Article 7 of Chapter 8 of the Code of the City of Russell. Councilmember Stoppel seconded. The motion carried unanimously.

2. Environmental Review Contract – BUILD Grant Project

Councilmember Stoppel made a motion to approve the Contract with Northwest Kansas Planning and Development Commission contingent on award of the BUILD Grant. Councilmember Wagner seconded. The motion carried unanimously.

3. Airport Concrete Runway, Taxiway, and Apron Rehabilitation Project

Councilmember Cross made a motion to approve the Supplement Agreement No. 1 from H.W. Lochner, Inc for construction services on the airport concrete improvements in a Not-to-Exceed amount of \$52,100.00. Councilmember Talbott seconded. The motion carried unanimously.

New Business

1. Professional Services Agreement – Water Production Plant “A”

No action taken

2. Water Production Plant “B” EDR Repairs

Councilmember Cross made a motion to authorize Option 2B of the EDR stack replacement proposal from Suez Water Technologies. Councilmember Matt Driscoll seconded. The motion carried unanimously.

3. Water Production Plant “B” Heating Repairs

Councilmember Cross made a motion to accept the proposal from Comfort Pro Inc. for tube heating system in the amount of \$29,399.10. Councilmember Stoppel seconded. The motion carried unanimously.

4. 2020 Municipal Pool Operations

Councilmember Cross made a motion to open the Municipal Pool when phase 4 begins but not before June 15, 2020 and have staff figure operations. Councilmember Talbott seconded. The motion carried 5 to 1 with councilmember Matt Driscoll opposing.

Department Reports

1. Hydrant Testing

Fire Chief Riedel updated the Council on the annual hydrant testing program

2. Electronic Council Packets

City Manager Quinday discussed the possibility of moving to electronic Council packets in the future

Public Comments

None

Adjournment

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

Katrina Woelk, City Clerk

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ARTICLE V

BOARD OF DIRECTORS

Section 5.1. Selection of Directors. The property and business of the Agency shall be managed by the Board of Directors. The Board of Directors shall consist of one (1) Director for each Member, provided that there shall be not less than three (3) Directors. The Directors shall be selected by the governing bodies of the Members. In the event that the number of Members is less than three (3), each Member shall be represented by the number of Directors that constitutes a Board of Directors of not less than three (3) Directors, provided that each Member shall select the same number of Directors. No Director may represent more than one Member. Each Member may designate an Alternate for any Director selected by certifying same in writing to the Agency prior to the participation of such Alternate at any meeting of the Board.

The term of each Director shall be for a period of two (2) years except that the initial term of a number equal to one half of the Directors shall be selected to a term of one (1) year. The Directors selected to the initial one (1) year term shall be those Directors representing the Members selected at the first Board meeting in a random drawing from a complete list of Members. Any Director selected by a Member may be removed at any time by the Member selecting the Director. Written evidence of selection or removal shall be forwarded by the Clerk or other authorized official of the Member to the principal office of the Agency in writing prior to any meeting of the Agency or the Board of Directors. Each Director shall continue in office until a successor is selected in accordance with this Article.

Section 5.2. Voting Powers. Each Member shall be entitled to one vote which shall be equal to the vote of every other Member. Such vote shall be cast on behalf of the Member by its Director or, if such Director is not present, by its duly authorized Alternate. All actions of the Board shall be made upon affirmative vote of a majority of the Directors voting on such action, unless otherwise provided in the Agreement or these Bylaws.

Section 5.3. Compensation. Except as may be specifically authorized by the Board of Directors, no Director shall receive payment for any time spent in attending meetings of the Board of Directors or otherwise conducting business of the Agency. The Board of Directors, the Executive Committee, or the General Manager may authorize payment of expenses for travel in connection with the business of the Agency.

Section 5.4. Vacancies. In the event of a vacancy on the Board of Directors the appropriate Member shall select an individual to fill such vacancy for the remainder of the term in accordance with the same procedure used to select the original Director. Written evidence of selection shall be provided to the Agency before voting privileges will take effect.

Section 5.5. Removal or Resignation. A Director may be removed only by the governing body of the Member selecting such Director. Any Director may resign by providing notice to the governing body of the Member the Director represents. The governing body shall certify to the Agency such removal or resignation of a Director.

Section 5.6. Successor Director. Upon removal or resignation of a Director, a successor Director will be selected by the governing body in the same manner as the original Director was selected, and the successor Director will be certified by the governing body to the Agency in the same manner as the original Director was certified. The successor Director shall serve for the remainder of the unexpired term of the original Director, subject to the rights of the governing body and such successor Director under **Section 5.5** of these Bylaws.

Section 5.7. Alternates. In the event a Director is unable to attend a meeting, the corresponding Alternate may substitute at the meeting of the Board of Directors for such Director. The Member shall provide the Agency with written notification of the selection of its Alternate. This Alternate shall be entitled to participate in any discussion of matters before the Board of Directors, and shall be entitled to vote for the Director represented unless such Alternate is specifically prohibited from voting by action taken by the Member.



CERTIFICATE – DIRECTOR

KANSAS MUNICIPAL GAS AGENCY BOARD OF DIRECTORS

This certificate duly documents the appointment of a **Director** to serve on the Board of Directors of the Kansas Municipal Gas Agency (KMGA) as provided for in Article V, Section 5.1 of KMGA's Bylaws.

I, the undersigned City Clerk of the City of Russell, Kansas, a member of KMGA, do hereby certify that at a meeting of the City Governing Body duly held on the 19th day of May, 2020;

Name:	<u>Jon Quinday</u>	Title:	<u>City Manager</u>
Address:	<u>133 W. 8th Street</u>		
City:	<u>Russell</u>	State:	<u>KS</u>
		Zip Code:	<u>67665</u>
Office Phone:	<u>785.483.6311</u>	Cell Phone:	<u></u>
		Fax:	<u>785.483.4971</u>
Email Address:	<u>quinday@russellcity.org</u>		

was appointed to serve on the KMGA Board of Directors for a two-year term beginning September 1, 2020.

I further certify that the foregoing appointment is reflected in the official Minutes of the Governing Body of the City for the meeting on the date indicated above.

This certificate is given this 19th day of May, 2020.

City Clerk

Russell, Kansas

Return completed certificate to:
KMGA, 6300 West 95 Street, Overland Park, KS 66212
Email: shadonix@kmea.com Fax: 913-677-0804



CERTIFICATE – ALTERNATE
KANSAS MUNICIPAL GAS AGENCY
BOARD OF DIRECTORS

This certificate duly documents the appointment of an **Alternate** to serve on the Board of Directors of the Kansas Municipal Gas Agency (KMGA) as provided for in Article V, Section 5.7 of KMGA's Bylaws.

I, the undersigned City Clerk of the City of Russell, Kansas, a member of KMGA, do hereby certify that at a meeting of the City Governing Body duly held on the 19th day of May, 2020;

Name: <u>Duane Banks</u>	Title: <u>Electric Utility Director</u>	
Address: <u>133 W. 8th Street</u>		
City: <u>Russell</u>	State: <u>KS</u>	Zip Code: <u>67665</u>
Office Phone: <u>785.483.7112</u>	Cell Phone: _____	Fax: _____
Email Address: <u>duane@russellcity.org</u>		

was appointed to serve on the KMGA Board of Directors for the term indicated below:

- Term expiring August 31, 2022
 Permanent term

The above appointed Alternate Director is is not (check one) entitled to vote on behalf of the City.

I further certify that the foregoing appointment is reflected in the official Minutes of the Governing Body of the City for the meeting on the date indicated above.

This certificate is given this 19th day of May, 2020.

City Clerk
Russell, Kansas

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CITY OF RUSSELL
 ACCOUNTS PAYABLE
 APPROPRIATION ORD. A-05-20
 04/22/20 THRU 05/19/20

FUND NO#	FUND NAME	AMOUNT
10	GENERAL FUND	\$109,582.28
12	AIRPORT FUND	\$161.90
16	INDUSTRIAL FUND	\$200.00
18	BOND & INTEREST FUND	
22	LIBRARY FUND	
24	FIRE EQUIPMENT FUND	\$4,520.00
26	RECREATION FUND	
28	PERSONNEL BENEFITS	\$131,836.63
29	SPECIAL HIGHWAY FUND	\$71,316.25
36	ELECTRIC FUND	\$318,862.78
37	WATER IMPROVEMENT FUND	\$37,358.46
38	WATER FUND	\$52,702.93
39	SANITATION/RECYCLING FUND	\$11,285.27
40	ELECTRIC DEPRECIATION FUND	\$133,563.47
45	WASTEWATER REPLACEMENT FUND	
46	WASTEWATER FUND	\$7,943.33
47	SPECIAL PARK & RECREATION	
48	SANITATION RESERVE	
51	CAPITAL IMPROVEMENTS FUND	\$500.00
52	EQUIPMENT RESERVE FUND	\$27,707.68
61	MUNICIPAL COURT FUND	\$56.50
65	INDUSTRIAL DEV/ECON DEV GRANT FUND	
66	DEINES CENTER GRANT	
68	WATER CAPITAL PROJ FUND	
70	AIRPORT PROJECT FUNDS	\$1,460.00
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	\$1,634.82
89	DEINES CENTER TRUST FUND	
90	DONATION FUND	
99	TRANSFER TO UMB TO COVER P/R	
	** TOTALS **	<u>\$910,692.30</u>

VENDOR SET: 01 City of Russell
 BANK: APBK POOL CASH ACCOUNT
 DATE RANGE: 4/22/2020 THRU 5/19/2020

VENDOR I.D.	NAME	STATUS	CHECK DATE	CHECK NO	CHECK STATUS	CHECK AMOUNT	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
11114	KMEA - EMP 2 OPERATING ACCT	D	5/05/2020	000341		85,955.16			046693		34,351.73
11101	KS DEPARTMENT OF REVENUE	D	4/27/2020	000349		13,024.22			046695		419.64
11100	KS CONSUMERS COMP USE TRX	D	4/27/2020	000350		16,778.19			046697		3,476.19
11114	KMEA - EMP 2 OPERATING ACCT	D	4/27/2020	000352		73,114.30			046698		189.15
26135	VERIZON WIRELESS SERVICES ILLC-	D	5/08/2020	000353		30.08			046699		4,961.05
13173	MIDWEST ENERGY, INC.	D	5/15/2020	000355		40.32			046700		5,844.18
11094	KS EMPLOYMENT SEC. FUND	D	4/24/2020	000386		839.32			046701		765.00
11130	KANSAS GAS SERVICE	D	4/24/2020	000387		913.85			046702		253.38
11130	KANSAS GAS SERVICE	D	5/05/2020	000395		2,602.36			046703		972.28
69057	INSURANCE PLANNING INC	R	4/22/2020	046645		50.00			046705		168.40
11123	KS SECRETARY OF STATE	R	4/22/2020	046646		25.00			046706		150.00
18960	RUSSELL CO TREASURER	R	4/22/2020	046647		13,768.58			046707		21.00
02282	CITY OF RUSSELL	R	5/05/2020	046651		80,545.99			046708		1,127.16
01067	AIRGAS, INC	R	5/06/2020	046652		397.95			046709		5,678.89
01100	ALTEC, INC.	R	5/06/2020	046653		1,042.09			046710		433.14
01202	ARAMARK UNIFORM & CAREER APPAR	R	5/06/2020	046654		942.00			046711		3,128.87
02295	R.W. LOCHNER, INC	R	5/06/2020	046655		1,460.00			046712		4,583.16
02310	BUREAU OF RECLAMATION	R	5/06/2020	046656		6,449.66			046714		2,400.44
03043	COOKS AUTO PARTS LLC	R	5/06/2020	046657		1,106.19			046719		278.75
02291	C.M.A. DISTRIBUTORS, INC	R	5/06/2020	046690		1,097.50			046720		9,650.00
06049	FOLEY EQUIPMENT CO	R	5/06/2020	046691		1,151.18			046721		25.00
07116	W.W. GRANGER, INC	R	5/06/2020	046692		277.34			046722		901.25

VENDOR SET: 01 City of Russell
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 DATE RANGE: 4/22/2020 THRU 5/19/2020

5/13/2020 2:47 PM A/P HISTORY CHECK REPORT
 VENDOR SET: 01 City of Russell
 BANK: AFBK POOL CASH ACCOUNT
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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
26219	DPC ENTERPRISES, L.P.	R	5/06/2020	987.00		046723		987.00
26510	COMFORT PRO INC	R	5/06/2020	1,119.86		046724		1,119.86
26615	ESO SOLUTIONS, INC.	R	5/06/2020	1,955.97		046725		1,955.97
26621	B.A.T.S., INC	R	5/06/2020	134.86		046726		134.86
26638	COSENT, INC	R	5/06/2020	1,442.50		046727		1,442.50
26645	STEINLE CONSTRUCTION INC.	R	5/06/2020	2,500.00		046728		2,500.00
26648	COUGHLIN COMPANY I, INC	R	5/06/2020	9,668.85		046729		9,668.85
26657	COMPLIANCEONE, INC	R	5/06/2020	567.75		046730		567.75
26667	LEVAR TEXAS LIMITED PARTNERSHI	R	5/06/2020	200.00		046733		200.00
26662	PNEUDART, INC	R	5/06/2020	133.37		046734		133.37
26737	MAYER EQUIPMENT & SUPPLY, LLC	R	5/06/2020	1,220.68		046735		1,220.68
26739	QUALIFICATION TARGETS INC	R	5/06/2020	405.66		046736		405.66
26624	1st Due Emergency Response Sol	R	5/11/2020	3,378.00		046737		3,378.00
02070	BARTLETT & WEST, INC.	R	5/11/2020	29,814.75		046739		29,814.75
26608	DYLAN J PALVA	R	5/11/2020	818.03		046740		818.03
04033	DANKO EMERGENCY EQUIPMENT CO	R	5/11/2020	29,135.131		046741		29,135.131
07028	GALLS, LLC	R	5/11/2020	246.37		046742		246.37
26526	GREAT BEND COOPERATIVE ASSOCIA	R	5/11/2020	1,364.69		046743		1,364.69
26680	KIESLER POLICE SUPPLY INC	R	5/11/2020	966.32		046744		966.32
11135	KANSAS STATE UNIVERSITY	R	5/11/2020	121.48		046745		121.48
18280	MAIN STREET MEDIA	R	5/11/2020	1,248.05		046746		1,248.05
26606	VERSALIFT SOUTHWEST, LLC	R	5/11/2020	63,763.75		046747		63,763.75

A/P HISTORY CHECK REPORT

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	CHECK NO	CHECK STATUS	DISCOUNT	CHECK AMOUNT	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
06020	HACH COMPANY	R	5/19/2020		046770		12,258.80				046794		88.00
26307	HANKINS, INC	R	5/19/2020	780.00	046771			780.00			046795		521.98
11108	KANSAS MUNICIPAL UTILITIES, IN	R	5/19/2020		046772		1,700.00				046796		595.38
11115	KANSAS ONE-CALL SYSTEM, INC	R	5/19/2020	91.20	046773			91.20			046797		1,075.63
26652	KRISTA L WHITMER	R	5/19/2020	3,005.14	046774			3,005.14			046798		1,487.89
11020	WHITE COMMUNICATIONS, LLC	R	5/19/2020	200.00	046775			200.00			046799		313.28
26072	KS STATE TREASURER	R	5/19/2020	56.50	046776			56.50			046800		194.86
12160	LAMPTON WELDING SUPPLY CO, INC	R	5/19/2020	68.10	046777			68.10					
14069	NEX-TECH, LLC	R	5/19/2020	2,518.98	046778			2,518.98					
14068	NEX-TECH WIRELESS, LLC	R	5/19/2020	437.19	046779			437.19					
14144	NORTHWEST KS PLANNING/DEV	R	5/19/2020	500.00	046781			500.00					
16137	THE PITNEY BOWES BANK INC	R	5/19/2020	1,000.00	046782			1,000.00					
16131	MARK & ZORN	R	5/19/2020	1,514.74	046783			1,514.74					
20126	PROFESSIONAL TURE PRODUCTS, LP	R	5/19/2020	1,398.44	046784			1,398.44					
18240	RUSSELL CO SOLID WASTE	R	5/19/2020	7,666.75	046786			7,666.75					
19340	RUSSELL READY MIX CONCRETE, IN	R	5/19/2020	450.00	046787			450.00					
18170	REST-CENTRAL KANSAS ASSOC INC	R	5/19/2020	75.00	046788			75.00					
19140	SDK LABORATORIES, INC	R	5/19/2020	506.56	046789			506.56					
19262	SOLOMON TRANSFORMERS, LLC	R	5/19/2020	2,462.95	046790			2,462.95					
19490	STONE SAND CO., INC	R	5/19/2020	265.60	046791			265.60					
26591	JERRY SUCHY	R	5/19/2020	400.00	046792			400.00					
26734	TANTALUS SYSTEMS INC	R	5/19/2020	64,838.67	046793			64,838.67					

* * * T O P A L S * * *
 REGULAR CHECKS: 108
 HAND CHECKS: 0
 DEBITS: 9
 CFT: 0
 NON CHECKS: 0
 VOID CHECKS: 0
 VOID DEBITS: 0
 VOID CREDITS: 0

TOTAL ERRORS: 0

VENDOR SET: 01 BANK: APBK TOTALS: 117

BANK: APBK TOTALS: 117

INVOICE AMOUNT 569,449.35
 DISCOUNTS 0.00
 CHECK AMOUNT 569,449.35

INVOICE AMOUNT 762,645.15
 DISCOUNTS 0.00
 CHECK AMOUNT 762,645.15

A/P HISTORY CHECK REPORT

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	CHECK NO	CHECK STATUS	DISCOUNT	CHECK AMOUNT	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
20090	NICHOLS VETERINARY ENTERPRISES	R	5/19/2020		046794						046794		88.00
26105	TYLER TECHNOLOGIES INC,	R	5/19/2020	780.00	046771			780.00			046795		521.98
21043	UNITED LABORATORIES, INC	R	5/19/2020		046772		1,700.00				046796		595.38
22011	VAN DIEST SUPPLY COMPANY	R	5/19/2020	91.20	046773			91.20			046797		1,075.63
26739	VIRGINIA RUBBER CORP	R	5/19/2020	3,005.14	046774			3,005.14			046798		1,487.89
26135	VERIZON WIRELESS SERVICES LLC-	R	5/19/2020	200.00	046775			200.00			046799		313.28
26621	B.A.T.I.S., INC	R	5/19/2020	56.50	046776			56.50			046800		194.86

A/P HISTORY CHECK REPORT

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VENDOR SET: 01 City of Russell
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DATE RANGE: 4/22/2020 THRU 5/19/2020

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
25703	U.S. DEPARTMENT OF EDUCATION A	R	4/22/2020			046663		152.54
03282	CITY OF RUSSELL	R	5/06/2020			046677		5,487.43
11002	KANSAS PAYMENT CENTER	R	5/06/2020			046679		602.31
26728	TX CHILD SUPPORT SDU	R	5/06/2020			046660		306.93
* * * T O T A L S * * * INVOICE AMOUNT 13,143.58 REGULAR CHECKS: 0 HAND CHECKS: 0 DRAFTS: 15 SET: 3 NON CHECKS: 0 VOID CHECKS: 0 VOID CREDITS: 0								
TOTAL ERRORS: 0 VENDOR SET: 01 BANK: PYBK TOTALS: NO 26 BANK: PYBK TOTALS: 26 REPORT TOTALS: 143								

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
26311	SUNFLOWER HSA CUSTODIAN FOR D	E	4/29/2020	420.00		000075		420.00
26371	SUNFLOWER HSA CUSTODIAN FOR A	E	4/29/2020	350.00		000076		350.00
26401	SUNFLOWER CUSTODIAN FOR T RESN	E	4/29/2020	200.00		000077		200.00
01141	AMER. FIDELITY ASSURANCE	D	4/22/2020	1,230.06		000376		1,230.06
01142	AMER. FIDELITY ASSURANCE	D	4/22/2020	1,787.32		000377		1,787.32
01143	AMERICAN FIDELITY ASSURANCE CO	D	4/22/2020	1,387.16		000378		1,387.16
21042	BANK UNITED	D	4/22/2020	32,827.73		000379		32,827.73
03282	CITY OF RUSSELL	D	4/22/2020	300.00		000380		300.00
09032	GREATWEST FINANCIAL	D	4/22/2020	2,270.00		000381		2,270.00
11010	K P E R S	D	4/22/2020	22,584.35		000382		22,584.35
11011	K P E R S LIFE INSURANCE	D	4/22/2020	685.22		000383		685.22
11015	KS DEPT OF REVENUE	D	4/22/2020	5,377.23		000384		5,377.23
26617	LEGAL SHIELD	D	4/22/2020	303.85		000385		303.85
21042	BANK UNITED	D	5/06/2020	33,334.47		000388		33,334.47
09032	GREATWEST FINANCIAL	D	5/06/2020	2,270.00		000389		2,270.00
11010	K P E R S	D	5/06/2020	22,653.75		000390		22,653.75
11011	K P E R S LIFE INSURANCE	D	5/06/2020	694.67		000391		694.67
11015	KS DEPT OF REVENUE	D	5/06/2020	5,567.76		000392		5,567.76
03282	CITY OF RUSSELL	R	4/22/2020	263.02		046659		263.02
03282	CITY OF RUSSELL	R	4/22/2020	5,422.11		046660		5,422.11
11002	KANSAS PAYMENT CENTER	R	4/22/2020	602.31		046661		602.31
26728	TX CHILD SUPPORT SDU	R	4/22/2020	306.93		046662		306.93

CHECK AMOUNT 13,143.58
CHECK STATUS 13,143.58
CHECK NO 13,933.57
CHECK AMOUNT 970.00
CHECK STATUS 970.00
CHECK NO 0.00
CHECK AMOUNT 0.00

CHECK AMOUNT 148,047.15
CHECK STATUS 148,047.15
CHECK NO 148,047.15
CHECK AMOUNT 148,047.15
CHECK STATUS 148,047.15
CHECK NO 910,692.30
CHECK AMOUNT 910,692.30

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
11114	KMEA - EMP 2 OPERATING ACCT	D	5/05/2020			000341		85,853.16
11101	KS DEPARTMENT OF REVENUE	D	4/27/2020			000349		13,024.22
11100	KS CONSUMERS COMP USE TAX	D	4/27/2020			000350		16,778.19
11114	KMEA - EMP 2 OPERATING ACCT	D	4/27/2020			000352		73,114.30
18260	RUSSELL CO TREASURER	R	4/22/2020			046647		13,768.58
03282	CITY OF RUSSELL	R	5/05/2020			046681		80,545.99
08034	HAMPEL OIL DISTRIBUTIONS INC.	R	5/06/2020			046693		34,334.73
02070	BARTLETT & WEST, INC.	R	5/11/2020			046739		29,814.75
04033	DANKO EMERGENCY EQUIPMENT CO	R	5/11/2020			046741		29,135.31
26606	VERSALIFT SOUTHWEST, LLC	R	5/11/2020			046747		63,763.75
02070	BARTLETT & WEST, INC.	R	5/19/2020			046755		11,025.00
02070	BARTLETT & WEST, INC.	R	5/19/2020			046756		19,876.50
26034	BRIDGEWELL RESOURCES HOLDINGS,	R	5/19/2020			046759		13,618.93
05098	EXLINE, INC	R	5/19/2020			046766		30,481.00
07086	GILMORE & BELL, A PROFESSIONAL	R	5/19/2020			046767		15,500.00
08020	HACH COMPANY	R	5/19/2020			046770		12,258.80
26734	TANTALUS SYSTEMS INC	R	5/19/2020			046793		64,838.67

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

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	13	418,962.01	0.00	418,962.01
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	4	188,769.87	0.00	188,769.87
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS 0.00		
		VOID CREDITS 0.00	0.00	0.00

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: APBK TOTALS:	17	607,731.88	0.00	607,731.88
BANK: APBK TOTALS:	17	607,731.88	0.00	607,731.88

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
21042	BANK UNITED	D	4/22/2020			000379		32,827.73
11010	K P E R S	D	4/22/2020			000382		22,584.35
21042	BANK UNITED	D	5/06/2020			000388		33,934.47
11010	K P E R S	D	5/06/2020			000390		22,653.75

* * 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	112,000.30	0.00	112,000.30
EFT:		0	0.00	0.00	0.00
NON CHECKS:		0	0.00	0.00	0.00
VOID CHECKS:		0	0.00	0.00	0.00
	VOID DEBITS		0.00		
	VOID CREDITS		0.00		

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: PYBK TOTALS:	4	112,000.30	0.00	112,000.30
BANK: PYBK TOTALS:	4	112,000.30	0.00	112,000.30
REPORT TOTALS:	4	112,000.30	0.00	719,732.18

CITY OF RUSSELL
REVENUE & EXPENSE REPORT
AS OF: APRIL 30TH, 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	1,453,351.00	0.00	0.00	750,948.28	0.00	702,402.72	51.67
STATE/FEDERAL REVENUE	612,961.00	45,377.46	0.00	180,851.76	0.00	432,109.24	29.50
PERMITS & LICENSE FEES	35,500.00	5,149.00	0.00	12,685.00	0.00	22,815.00	35.73
FRANCHISE FEES	155,000.00	28,970.00	0.00	107,984.69	0.00	47,015.31	69.67
RECREATION FEES	80,650.00	8,047.00	0.00	29,198.00	0.00	51,452.00	36.20
OTHER REVENUE	360,456.00	34,925.15	0.00	136,998.77	0.00	223,457.23	38.01
INVESTMENT REVENUE	28,000.00	1,438.99	0.00	9,545.26	0.00	18,454.74	34.09
TRANSFERS	770,000.00	64,167.00	0.00	256,351.00	0.00	513,649.00	33.29
*** TOTAL REVENUES ***	3,495,918.00	188,074.60	0.00	1,484,562.76	0.00	2,011,355.24	42.47

EXPENDITURE SUMMARY

ADMINISTRATION	2,222,221.00	32,028.31	0.00	106,416.26	0.00	2,115,804.74	4.79
AMORY BUILDING	10,800.00	4,325.91	0.00	5,525.10	0.00	5,274.90	51.16
MAYOR/COUNCIL	39,525.00	8,906.67	84.23	25,776.37	5,176.50	8,656.36	78.10
CITY MANAGER	162,199.00	12,363.40	84.23	51,451.87	0.00	110,831.36	31.67
CITY CLERK	197,828.00	12,852.36	0.00	46,745.38	1,645.25	149,437.37	24.46
TRANSPORTATION/(BUS)	73,588.00	5,195.90	84.22	18,281.24	0.00	55,390.98	24.73
POLICE	581,323.00	48,724.85	2,335.05	172,982.38	1,830.32	408,845.35	29.67
PUBLIC WORKS	90,406.00	7,532.86	146.72	27,948.65	0.00	62,604.07	30.75
FIRE	207,985.00	18,934.51	629.00	56,118.95	4,121.85	148,373.20	28.66
MUNICIPAL COURT	60,419.00	4,357.11	0.00	16,473.09	0.00	43,945.91	27.26
911	455,927.00	32,281.21	84.22	129,529.52	0.00	326,481.70	28.39
COMMUNITY DEVELOPMENT	165,926.00	12,289.92	84.21	43,603.63	0.00	122,406.58	26.23
STREET	354,504.00	43,553.41	7,059.24	128,204.92	16,454.63	216,903.69	38.81
GOLF COURSE	198,209.00	17,795.69	130.00	61,625.98	0.00	136,713.02	31.03
GOLF CLUB HOUSE	0.00	36.31	0.00	36.31	0.00	36.31	0.00
SWIMMING POOL	117,950.00	1,277.08	0.00	2,192.08	7,776.00	107,981.92	8.45
PARK	246,840.00	25,605.97	704.56	70,587.11	0.00	176,957.45	28.31
DEINES CULTURAL CENTER	48,847.00	8,523.02	0.00	17,656.97	0.00	31,190.03	36.15
*** TOTAL EXPENDITURES ***	5,234,497.00	296,511.87	11,425.68	981,083.19	37,004.55	4,227,834.94	19.23
** REVENUE OVER (UNDER) EXPENDITURES *	(1,738,579.00)	(108,437.27)	11,425.68	503,479.57	(37,004.55)	(2,216,479.70)	127.49

CITY OF RUSSELL
 REVENUE & EXPENSE REPORT
 AS OF: APRIL 30TH, 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	573,445.00	0.00	0.00	322,336.57	0.00	251,108.43	56.21
STATE/FEDERAL REVENUE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OTHER REVENUE	125,891.00	13,659.12	0.00	49,461.54	0.00	76,429.46	39.29
INVESTMENT REVENUE	9,800.00	492.00	0.00	3,418.00	0.00	6,382.00	34.88
TRANSFERS	<u>984,200.00</u>	<u>82,017.00</u>	<u>0.00</u>	<u>321,984.00</u>	<u>0.00</u>	<u>662,216.00</u>	<u>32.72</u>
*** TOTAL REVENUES ***	<u>1,693,336.00</u>	<u>96,168.12</u>	<u>0.00</u>	<u>697,200.11</u>	<u>0.00</u>	<u>996,135.89</u>	<u>41.17</u>
<u>EXPENDITURE SUMMARY</u>							
NON DEPARTMENTAL	<u>2,048,829.00</u>	<u>133,021.58</u>	<u>0.00</u>	<u>529,635.21</u>	<u>0.00</u>	<u>1,519,193.79</u>	<u>25.85</u>
*** TOTAL EXPENDITURES ***	<u>2,048,829.00</u>	<u>133,021.58</u>	<u>0.00</u>	<u>529,635.21</u>	<u>0.00</u>	<u>1,519,193.79</u>	<u>25.85</u>
** REVENUE OVER (UNDER) EXPENDITURES *	<u>(355,493.00)</u>	<u>(36,853.46)</u>	<u>0.00</u>	<u>167,564.90</u>	<u>0.00</u>	<u>(523,057.90)</u>	<u>147.14</u>

CITY OF RUSSELL
 REVENUE & EXPENSE REPORT
 AS OF: APRIL 30TH, 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	10,221,457.00	738,639.36	0.00	2,953,056.56	0.00	7,268,400.44	28.89
OTHER REVENUE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
INVESTMENT REVENUE	60,000.00	4,534.00	0.00	31,347.00	0.00	28,653.00	52.25
TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
*** TOTAL REVENUES ***	10,281,457.00	743,173.36	0.00	2,984,403.56	0.00	7,297,053.44	29.03
<u>EXPENDITURE SUMMARY</u>							
ADMINISTRATION	1,530,620.00	94,502.38	0.00	380,867.37	0.00	1,149,752.63	24.88
ELECTRIC PRODUCTION	7,363,548.00	275,650.89	1,179.14	1,425,600.97	17,746.84	5,921,379.33	19.59
ELECTRIC DISTRIBUTION	818,735.00	78,173.81	49,436.22	272,761.68	3,253.34	592,156.20	27.67
*** TOTAL EXPENDITURES ***	9,712,903.00	448,327.08	50,615.36	2,079,230.02	21,000.18	7,663,288.16	21.10
** REVENUE OVER (UNDER) EXPENDITURES **	568,554.00	294,846.28	50,615.36	905,173.54 (	21,000.18) (	366,234.72)	64.42-

CITY OF RUSSELL
 REVENUE & EXPENSE REPORT
 AS OF: APRIL 30TH, 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	2,295,000.00	203,801.88	0.00	962,340.08	0.00	1,332,659.92	41.93
OTHER REVENUE	0.00	0.00	0.00	43,747.64	0.00	(43,747.64)	0.00
INVESTMENT REVENUE	<u>20,000.00</u>	<u>1,566.00</u>	<u>0.00</u>	<u>10,784.00</u>	<u>0.00</u>	<u>9,216.00</u>	<u>53.92</u>
*** TOTAL REVENUES ***	<u>2,315,000.00</u>	<u>205,367.88</u>	<u>0.00</u>	<u>1,016,871.72</u>	<u>0.00</u>	<u>1,298,128.28</u>	<u>43.93</u>
<u>EXPENDITURE SUMMARY</u>							
ADMINISTRATION	1,643,571.00	53,248.94	0.00	224,143.44	0.00	1,419,427.56	13.64
WATER PRODUCTION	971,049.00	98,489.96	4,852.56	309,593.49	10,551.24	655,756.83	32.47
WATER DISTRIBUTION	<u>299,757.00</u>	<u>30,465.30</u>	<u>5,359.59</u>	<u>98,590.88</u>	<u>2,559.17</u>	<u>203,966.54</u>	<u>31.96</u>
*** TOTAL EXPENDITURES ***	<u>2,914,377.00</u>	<u>182,204.20</u>	<u>10,212.15</u>	<u>632,327.81</u>	<u>13,110.41</u>	<u>2,279,150.93</u>	<u>21.80</u>
** REVENUE OVER (UNDER) EXPENDITURES *	<u>(599,377.00)</u>	<u>23,163.68</u>	<u>10,212.15</u>	<u>384,543.91</u>	<u>(13,110.41)</u>	<u>(981,022.65)</u>	<u>163.67</u>

CITY OF RUSSELL
 REVENUE & EXPENSE REPORT
 AS OF: APRIL 30TH, 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	580,900.00	47,874.10	0.00	230,365.13	0.00	350,534.87	39.66
OTHER REVENUE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
INVESTMENT REVENUE	3,000.00	255.00	0.00	1,795.00	0.00	1,205.00	59.83
*** TOTAL REVENUES ***	583,900.00	48,129.10	0.00	232,160.13	0.00	351,739.87	39.76
<u>EXPENDITURE SUMMARY</u>							
ADMINISTRATION	318,320.00	16,220.48	0.00	63,292.24	0.00	255,027.76	19.88
SANITATION DEPARTMENT	335,649.00	23,808.34	70.00	87,669.78	0.00	248,049.22	26.10
*** TOTAL EXPENDITURES ***	653,969.00	40,028.82	70.00	150,962.02	0.00	503,076.98	23.07
** REVENUE OVER (UNDER) EXPENDITURES *(	70,069.00)	8,100.28	70.00	81,198.11	0.00	(151,337.11)	215.98

CITY OF RUSSELL
 REVENUE & EXPENSE REPORT
 AS OF: APRIL 30TH, 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	75,463.15	0.00	343,011.55	0.00	411,388.45	45.47
OTHER REVENUE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
INVESTMENT REVENUE	<u>6,700.00</u>	<u>451.00</u>	<u>0.00</u>	<u>2,952.00</u>	<u>0.00</u>	<u>3,748.00</u>	<u>44.06</u>
*** TOTAL REVENUES ***	<u>761,100.00</u>	<u>75,914.15</u>	<u>0.00</u>	<u>345,963.55</u>	<u>0.00</u>	<u>415,136.45</u>	<u>45.46</u>
<u>EXPENDITURE SUMMARY</u>							
ADMINISTRATION	<u>912,134.00</u>	<u>38,468.75</u>	<u>674.00</u>	<u>134,220.05</u>	<u>3,873.17</u>	<u>774,714.78</u>	<u>15.07</u>
*** TOTAL EXPENDITURES ***	<u>912,134.00</u>	<u>38,468.75</u>	<u>674.00</u>	<u>134,220.05</u>	<u>3,873.17</u>	<u>774,714.78</u>	<u>15.07</u>
** REVENUE OVER (UNDER) EXPENDITURES *(	<u>151,034.00)</u>	<u>37,445.40</u>	<u>674.00</u>	<u>211,743.50</u>	<u>(3,873.17)</u>	<u>(359,578.33)</u>	<u>238.08</u>

City of Russell
Pooled Cash Reconciliation

Reviewed by: 

4.30.20

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

500.00

Summary
Cash on Hand
\$ 500.00

Southwind Bank

Southwind Checking 10016767

8,722,696.67

Deposits in Transit

1,301.27

Outstanding Checks

(53,548.15)

Reconciled Cash Bal

8,670,449.79

Demand Deposits
\$ 15,750,620.47

Time Deposits
\$ 5,317,706.67

\$ 21,068,827.14

Southwind Money Market 1008527

1,151,126.25

CD#14299

-

Pledged Securities

500,000.00

8,713,384.72

Subtotal Southwind

9,821,576.04

9,213,384.72

UMB

UMB - 30 7067 928 0

1,610,469.50

Deposit in Transit

1,610,469.50

250,000.00

UMB Imprest 56 0102 534 7

2,000.00

0.00

MM

STATE BK INDIA NEW YOR NY

5,467,701.18

210,000.00

DIME CMNTY BK BROOKLYN NEW YORK

210,000.00

BANK OZK CD

210,000.00

6,309,729.06

ZIONS BANCORPORATION NATL ASSN CD

212,000.00

ZIONS BANCORPORATION NATL ASSN CD/ACCRUED INT BOUGHT

27.88

Subtotal UMB

7,922,198.56

6,559,729.06

Wilson State Bank

1,653,356.35

1,653,356.35

Sunflower Bank

Sunflower Checking

315,106.31

Deposits in Transit

382.65

250,000.00

Outstanding Checks

(3,904.49)

241,039.07

Reconciled Cash Bal

311,584.47

491,039.07

Municipal Investment Pool

Overnite Pool

Fixed Rate Pool 90 days

Fixed Rate Pool 90 days

Fixed Rate Pool 180 days

Fixed Rate Pool 365 days

3,746,552.54

3,746,552.54

Total Pooled Cash

\$ 21,802,411.61

POOLED CASH REPORT

AS OF: APRIL 30TH, 2020

FUND	ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
<u>CLAIM ON CASH</u>					
10	100	GENERAL - CLAIM ON CASH	2,295,104.59	131,203.94	2,426,308.53
12	100	AIRPORT - CLAIM ON CASH	66,597.34	(7,102.28)	59,495.06
16	100	INDUSTRIAL - CLAIM ON CASH	81,504.60	(4,197.83)	77,306.77
18	100	BOND & INT - CLAIM ON CASH	62,500.73	37.00	62,537.73
22	100	LIBRARY - CLAIM ON CASH	6,346.11	(6,346.11)	0.00
24	100	FIRE EQUIP - CLAIM ON CASH	102,155.25	5,365.95	107,521.20
26	100	RECREATION - CLAIM ON CASH	5,276.05	(5,276.05)	0.00
27	100	REC EMP BEN - CLAIM ON CASH	0.00	0.00	0.00
28	100	PERS BENEFITS - CLAIM ON CASH	868,133.67	(36,853.46)	831,280.21
29	100	SPECIAL HWY - CLAIM ON CASH	354,127.84	29,689.62	383,817.46
36	100	ELECTRIC - CLAIM ON CASH	7,539,500.80	126,477.79	7,665,978.59
37	100	WTR IMPROV - CLAIM ON CASH	1,853,643.60	(65,212.97)	1,788,430.63
38	100	WATER - CLAIM ON CASH	2,586,209.29	61,243.16	2,647,452.45
39	100	SANITATION - CLAIM ON CASH	433,952.06	(2,723.65)	431,228.41
40	100	ELEC DEPR - CLAIM ON CASH	2,013,478.68	(6,725.79)	2,006,752.89
43	100	IND PARK TIF - CLAIM ON CASH	0.00	0.00	0.00
45	100	WW REPLACEMENT - CLAIM ON CASH	716,928.68	424.00	717,352.68
46	100	WASTEWATER - CLAIM ON CASH	721,177.97	41,849.29	763,027.26
47	100	SPECIAL PARK - CLAIM ON CASH	60,762.38	36.00	60,798.38
48	100	SANIT REPL - CLAIM ON CASH	292,738.50	173.00	292,911.50
51	100	CAPITAL IMPROV - CLAIM ON CASH	680,641.77	8,286.18	688,927.95
52	100	EQUIP RESERVE - CLAIM ON CASH	350,404.37	5,884.01	356,288.38
61	100	COURT - CLAIM ON CASH	7,090.61	(1,137.59)	5,953.02
65	100	EDA GRANT - CLAIM ON CASH	0.00	0.00	0.00
70	100	AIRPORT IMPROV - CLAIM ON CASH	(46,010.00)	0.00	(46,010.00)
71	100	WICHITA AVE - CLAIM ON CASH	8,561.32	(2,575.08)	5,986.24
80	100	HEALTH INS - CLAIM ON CASH	179,904.01	78,080.51	257,984.52
81	100	GOLF COURSE IMPR - CLAIM ON CASH	38,088.14	1,148.00	39,236.14
82	100	SINK OR SWIM - CLAIM ON CASH	851.75	1.00	852.75
83	100	FIRE INS PROC - CLAIM ON CASH	0.00	0.00	0.00
84	100	RISK MGT RES - CLAIM ON CASH	20,976.60	12.00	20,988.60
85	100	DRUG FORFEITURE - CLAIM ON CASH	3,707.78	2.00	3,709.78
86	100	JOHNSON TRUST - CLAIM ON CASH	900,860.47	533.00	901,393.47
87	100	FIREFIGHTER AC - CLAIM ON CASH	22,308.81	9.75	22,318.56
89	100	DCC TRUST - CLAIM ON CASH	24,997.08	15.00	25,012.08
90	100	DONATIONS - CLAIM ON CASH	8,898.84	0.00	8,898.84
TOTAL CLAIM ON CASH			22,261,419.69	352,320.39	22,613,740.08

CASH IN BANK - POOLED CASH

99	100	POOL CASH - CHECKING	8,383,622.45	286,827.34	8,670,449.79
99	101	MONEY MARKET ACCT	1,151,126.25	0.00	1,151,126.25
99	102	SUNFLOWER BANK	233,503.96	78,080.51	311,584.47
99	103	UMB INVESTMENTS	1,538,713.82	3,928,987.36	5,467,701.18
99	104	UMB CHECKING	150,022.05	1,460,447.45	1,610,469.50
99	105	KMIP INVESTMENTS	10,801,931.16	(7,055,378.62)	3,746,552.54
99	106	UNB INVESTMENTS	0.00	0.00	0.00
99	107	WILSON STATE BANK INVESTMENTS	0.00	1,653,356.35	1,653,356.35

POOLED CASH REPORT
AS OF: APRIL 30TH, 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			22,261,419.69	352,320.39	22,613,740.08
<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			22,261,419.69	352,320.39	22,613,740.08
<u>DUE TO OTHER FUNDS - POOLED CASH</u>					
99	205	DUE TO OTHER FUNDS	22,261,419.69	352,320.39	22,613,740.08
TOTAL DUE TO OTHER FUNDS			22,261,419.69	352,320.39	22,613,740.08

2019

Year	Month	10.300.2120		10.401.9016		10.401.9051		10.401.9052		Over/(Under) Budget	PROJECTED BUDGET TOTAL \$400,000
		Total Received	General 50%	Industrial Econ Dev 7%	Cap Impr 25%	Equip Reserve 18%	Budget				
JAN	Dec	51,663.16	25,831.58	3,616.42	12,915.79	9,299.37	\$23,355.70	28,307.46	51,663.16	8.74%	591,028.92
FEB	Jan	45,055.02	22,527.51	3,153.85	11,263.76	8,109.90	\$23,284.49	21,770.53	96,718.18	16.39%	589,935.06
MAR	Feb	53,741.41	26,870.71	3,761.90	13,435.35	9,673.45	\$22,218.43	31,522.98	150,459.59	23.97%	627,638.47
APR	Mar	45,770.93	22,885.47	3,203.97	11,442.73	8,238.77	\$23,313.48	22,457.45	196,230.52	31.65%	619,965.63
MAY	Apr	44,366.58	22,183.29	3,105.66	11,091.65	7,985.98	\$25,167.54	19,199.04	240,597.10	39.39%	610,789.89
JUN	May	55,633.46	27,816.73	3,894.34	13,908.37	10,014.02	\$25,550.85	30,082.61	296,230.56	47.23%	627,262.69
JUL	Jun	39,519.42	19,759.71	2,766.36	9,879.86	7,113.50	\$25,056.36	14,463.06	335,749.98	55.63%	603,539.17
AUG	Jul	32,067.19	16,033.60	2,244.70	8,016.80	5,772.09	\$24,895.14	7,172.05	367,817.17	64.35%	571,617.20
SEP	Aug	41,036.31	20,518.16	2,872.54	10,259.08	7,386.54	\$26,617.29	14,419.02	408,853.48	72.68%	562,567.53
OCT	Sep	32,315.84	16,157.92	2,262.11	8,078.96	5,816.85	\$14,999.58	17,316.26	441,169.32	81.89%	538,766.22
NOV	Oct	37,519.22	18,759.61	2,626.35	9,379.81	6,753.46	\$156,060.81	(118,541.59)	478,688.54	91.25%	524,575.55
DEC	Nov	36,695.90	18,347.95	2,568.71	9,173.98	6,605.26	\$0.00	36,695.90	515,384.44	100.00%	515,384.44
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	397,383.34	-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	

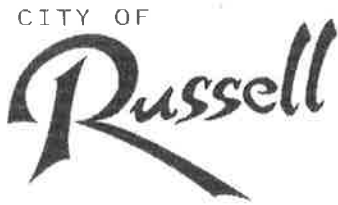
2020

Year	Month	10.300.2120		10.401.9016		10.401.9051		10.401.9052		Over/(Under) Budget	PROJECTED BUDGET TOTAL \$530,000
		Total Received	General 50%	Industrial Econ Dev 7%	Cap Impr 25%	Equip Reserve 18%	Budget				
JAN	Dec	39,811.86	19,905.93	2,786.83	9,952.97	7,166.13	\$29,526.73	10,285.13	39,811.86	9.47%	420,583.40
FEB	Jan	37,228.85	18,614.43	2,606.02	9,307.21	6,701.19	\$27,401.13	9,827.72	77,040.71	17.71%	435,110.61
MAR	Feb	34,794.01	17,397.01	2,435.58	8,698.50	6,262.92	\$31,255.81	3,538.20	111,834.72	26.85%	416,523.33
APR	Mar	31,516.70	15,758.35	2,206.17	7,879.18	5,673.01	\$29,239.47	2,277.23	143,351.42	34.99%	409,743.82
MAY	Apr	-	-	-	-	-	\$28,588.93	(28,588.93)	143,351.42	43.04%	333,078.95
JUN	May	-	-	-	-	-	\$31,860.90	(31,860.90)	143,351.42	52.51%	273,023.78
JUL	Jun	-	-	-	-	-	\$29,096.10	(29,096.10)	143,351.42	60.52%	236,873.16
AUG	Jul	-	-	-	-	-	\$26,364.88	(26,364.88)	143,351.42	67.70%	211,736.18
SEP	Aug	-	-	-	-	-	\$28,931.21	(28,931.21)	143,351.42	75.62%	189,577.66
OCT	Sep	-	-	-	-	-	\$11,453.42	(11,453.42)	143,351.42	83.49%	171,705.61
NOV	Oct	-	-	-	-	-	\$167,879.03	(167,879.03)	143,351.42	91.88%	156,024.60
DEC	Nov	-	-	-	-	-	\$13,005.81	(13,005.81)	143,351.42	100.00%	143,351.42
Total		143,351.42	71,675.71	10,034.60	35,837.86	25,803.26	\$454,603.42	(311,252.00)			

Year	Amount	% Change
2019	515,384.44	18.17%
2018	436,151.56	9.11%
2017	399,732.55	0.59%
2016	397,383.34	-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	

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City Council Agenda Form

Meeting Date: May 19, 2020
Agenda Item Title: FAA Grant Application for Airport Runway, Taxiway, and Apron Rehabilitation Project
Department: Public Works

Agenda Item Description: FAA Grant Application and Associated Documents for Airport Rehabilitation Project

Background: The city maintains a 5- year Airport Capital Improvement Plan (ACIP) on file with the Federal Aviation Administration (FAA) and KDOT. Items on the approved ACIP are eligible for FAA and KDOT grant funding as funds are available. Some of the airport runway, taxiway, and apron joints need resealed and numerous panels require replacement. This project was included in the city's ACIP. The city received notice from the FAA they are considering our project as part of their FY 2020 Airport Improvement Program. Project bids were solicited and opened on April 14, 2020. One bid from GDS, LLC was received in the amount of \$537,284.80. The bid is under review by the FAA. The total project cost to include engineering was estimated at \$645,785. Generally, the FAA pays 90% of the project cost. For this project our estimated cost was \$64,579. The FAA has advised additional funding is available through the CARES Act. Depending on the final funding formula the city's share will be either \$22,115 or zero. Council is asked to approve the grant application and authorize the Mayor to sign the application, and sponsor certifications.

City Attorney Review/ Comment: 5/5/2018

Funding Source: Capital Improvement Fund

Options:

1. Approve the FAA grant application and authorize the Mayor the grant application and sponsor certifications.
2. Provide staff with alternate direction.
3. Take no action - the FAA grant application is not submitted and the project halted.

Staff Recommendation: Approve the FAA grant application for the Airport Runway, Taxiway and Apron Rehabilitation Project and authorize the Mayor the grant application and sponsor certifications.

Attachment(s): Grant Application / Sponsor Certifications

OPTION "A"

OMB Number: 4040-0004
Expiration Date: 12/31/2022

Application for Federal Assistance SF-424	
* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	
* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	
* If Revision, select appropriate letter(s): _____ * Other (Specify): _____	
* 3. Date Received: _____	4. Applicant Identifier: RSL
5a. Federal Entity Identifier: 3-20-0071-013-2020	5b. Federal Award Identifier: _____
State Use Only:	
6. Date Received by State: _____	7. State Application Identifier: _____
8. APPLICANT INFORMATION:	
* a. Legal Name: City of Russell, Kansas	
* b. Employer/Taxpayer Identification Number (EIN/TIN): 48-6012826	* c. Organizational DUNS: 0733101040000
d. Address:	
* Street1: 133 W. 8th Street	_____
Street2:	_____
* City: Russell	_____
County/Parish: Russell	_____
* State: _____	KS: Kansas
Province:	_____
* Country: _____	USA: UNITED STATES
* Zip / Postal Code: 67665	_____
e. Organizational Unit:	
Department Name: City of Russell	Division Name: _____
f. Name and contact information of person to be contacted on matters involving this application:	
Prefix: Mr.	* First Name: Rich
Middle Name:	_____
* Last Name: Krause	_____
Suffix:	_____
Title: Public Works Director	
Organizational Affiliation: _____	
* Telephone Number: (785) 483-6311	Fax Number: _____
* Email: rich@russellcity.org	

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

*** 12. Funding Opportunity Number:**

3-20-0071-013-2020

* Title:

Reseal Joints and Panel Repair on Runway 17-35, Taxiway Connectors, and Apron

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Design services, construction and project closeout services, and construction costs for the rehabilitation of Runway 17-35, taxiway connectors, and apron at the Russell Municipal Airport (RSL).

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="645,785.00"/>
* b. Applicant	<input type="text"/>
* c. State	<input type="text"/>
* d. Local	<input type="text"/>
* e. Other	<input type="text"/>
* f. Program Income	<input type="text"/>
* g. TOTAL	<input type="text" value="645,785.00"/>

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

- Yes No

If "Yes", provide explanation and attach

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:

Middle Name:

* Last Name:

Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative: * Date Signed:

Application for Federal Assistance (Development and Equipment Projects)

PART II – PROJECT APPROVAL INFORMATION

Part II - SECTION A	
The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.	
Item 1. Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Item 2. Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Item 3. Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
Item 4. Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s).	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
Item 5. Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A
<input type="checkbox"/> The project is included in an <i>approved</i> PFC application. If included in an approved PFC application, does the application <i>only</i> address AIP matching share? <input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/> The project is included in another Federal Assistance program. Its CFDA number is below.	
Item 6. Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:	
<input type="checkbox"/> De Minimis rate of 10% as permitted by 2 CFR § 200.414.	
<input type="checkbox"/> Negotiated Rate equal to	% as approved by _____ (the Cognizant Agency) on _____ (Date) (2 CFR part 200, appendix VII).
<i>Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.</i>	

PART II - SECTION B

Certification Regarding Lobbying

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Authorized Representative shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

The City of Russell, Kansas holds title to approximately 253.542 acres of land. With these land parcels, the Russell Municipal Airport has reasonable land use control of airport property and land in the vicinity. The land use surrounding the airport is agricultural and commercial/industrial in nature.

2. Defaults – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

None

3. Possible Disabilities – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

None

4. Consistency with Local Plans – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

Yes

5. Consideration of Local Interest – It has given fair consideration to the interest of communities in or near where the project may be located.

Yes

6. Consultation with Users – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

Yes

7. Public Hearings – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

N/A

8. Air and Water Quality Standards – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

N/A

PART II – SECTION C (Continued)

9. Exclusive Rights – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

None

10. Land – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

Per Exhibit "A" Property Map sealed under the date of 04-10-06, originally filed with AIP Project No. 3-20-0071-03/04.

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

None

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

None

¹ State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL	
1. Federal Domestic Assistance Catalog Number:	20.106
2. Functional or Other Breakout:	

SECTION B – CALCULATION OF FEDERAL GRANT			
Cost Classification	Latest Approved Amount (Use only for revisions)	Adjustment + or (-) Amount (Use only for revisions)	Total Amount Required
1. Administration expense			\$ 300
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			40,500
5. Other Architectural engineering fees			15,600
6. Project inspection fees			52,100
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			537,285
12. Equipment			
13. Miscellaneous			
14. Subtotal (Lines 1 through 13)			\$ 645,785
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			645,785
17. Less: Ineligible Exclusions (Section C, line 23 g.)			
18. Subtotal (Lines 16 through 17)			\$ 645,785
19. Federal Share requested of Line 18 (AIP)			581,206
20. Grantee share			
21. Other shares-Federal Share requested of Line 18 (CARES Act)			64,579
22. TOTAL PROJECT (Lines 19, 20 & 21)			\$ 645,785

SECTION C – EXCLUSIONS	
23. Classification (Description of non-participating work)	Amount Ineligible for Participation
a.	
b.	
c.	
d.	
e.	
f.	
g. Total	

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE	
24. Grantee Share – Fund Categories	Amount
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain):	
h. TOTAL - Grantee share	\$ 0
25. Other Shares	Amount
a. State	
b. Other	
c. TOTAL - Other Shares	
26. TOTAL NON-FEDERAL FINANCING	\$ 0

SECTION E – REMARKS (Attach sheets if additional space is required)

PART IV – PROGRAM NARRATIVE
(Suggested Format)

PROJECT: Reseal Joints and Panel Repair on Runway 17-35, Taxiway Connectors, and Apron
AIRPORT: Russell Municipal (RSL)
1. Objective: Rehabilitate the concrete pavement (including resealing of joints, panel replacement, and remarking) on Runway 17-35, taxiway connectors, and apron.
2. Benefits Anticipated: Rehabilitation of the concrete pavement at the airport will extend the life of the pavement and raise its PCI value.
3. Approach: (See approved Scope of Work in Final Application) The design phase included the preparation of a design report, CSPP report, construction plans, and contract documents/specifications in accordance with FAA criteria and project specific needs. It also included calculating a project budget and opinion of probable construction cost. After producing a set of plans and specifications, bids were solicited from prospective contractors. Construction and project closeout services will be provided. Construction is anticipated in FY2020/2021. Lochner - Consultant: Engineering design, bidding, and construction and project closeout services GDS, LLC - Prime Contractor
4. Geographic Location: Russell Municipal Airport, City of Russell, Russell County, Kansas
5. If Applicable, Provide Additional Information:
6. Sponsor's Representative: (include address & telephone number) Rich Krause - Public Works Director 133 W. 8th Street Russell, KS 67665 (785) 483-6311

TOTAL PROJECT BUDGET
RUSSELL MUNICIPAL AIRPORT (RSL)
RUSSELL, KANSAS

FAA AIP PROJECT NO. 3-20-0071-013-2020

BASE BID
Rehabilitate and Remark Runway 17-35 and Connecting Taxiways

ADD ALTERNATE
Rehabilitate and Remark Apron

May 12, 2020

I:\AVI\PRJ\000015543\01 - RUNW REHAB\AE\04 - ESTIMATE & BUDGET\Master-Payitems_(Russell PCC Rehab) xis\BUDGET (BB+AA) (Local Input)

PROJECT FUNDING

FY2020 FAA AIP Grant-013 (RSL NPE)	\$	561,303
CARES Act Funds for Grant-013	\$	62,367
Grant-013 Funding (RSL NPE)	\$	623,670
Additional AIP Funding (From NPE Turnback)	\$	19,903
Additional CARES Act Funds (For NPE Turnback)	\$	2,212
Grant-013 Funding (NPE Turnback)	\$	22,115
TOTAL PROJECT FUNDING	\$	645,785

PROJECT COSTS

	CARES Act (10%)	FAA Cost (90%)	Total Cost
<u>Administrative</u>			
Legal & Advertising (Est.)	\$ 30.00	\$ 270.00	\$ 300.00
Subtotal	\$ 30.00	\$ 270.00	\$ 300.00
<u>Engineering</u>			
Design - Basic Services (Orig. Agreement)	\$ 4,050.00	\$ 36,450.00	\$ 40,500.00
Design - Special Services (Orig. Agreement)	\$ 1,560.00	\$ 14,040.00	\$ 15,600.00
Construction Services (Supp. Agmt. No. 1)	\$ 5,210.00	\$ 46,890.00	\$ 52,100.00
Subtotal	\$ 10,820.00	\$ 97,380.00	\$ 108,200.00
<u>Construction</u>			
Construction Costs (GDS, LLC - Base Bid + Add Alt.)	\$ 53,728.48	\$ 483,556.32	\$ 537,284.80
Subtotal	\$ 53,728.48	\$ 483,556.32	\$ 537,284.80
TOTAL PROJECT COSTS (EST.)	\$ 64,578	\$ 581,206	\$ 645,785

OPTION "B"

OMB Number: 4040-0004
Expiration Date: 12/31/2022

Application for Federal Assistance SF-424		
* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	* If Revision, select appropriate letter(s): <input type="text"/> * Other (Specify): <input type="text"/>
* 3. Date Received: <input type="text"/>	4. Applicant Identifier: <input type="text" value="RSI"/>	
5a. Federal Entity Identifier: <input type="text" value="3-20-0071-013-2020"/>	5b. Federal Award Identifier: <input type="text"/>	
State Use Only:		
6. Date Received by State: <input type="text"/>	7. State Application Identifier: <input type="text"/>	
8. APPLICANT INFORMATION:		
* a. Legal Name: <input type="text" value="City of Russell, Kansas"/>		
* b. Employer/Taxpayer Identification Number (EIN/TIN): <input type="text" value="48-6012826"/>	* c. Organizational DUNS: <input type="text" value="0733101040000"/>	
d. Address:		
* Street1: <input type="text" value="133 W. 8th Street"/>	Street2: <input type="text"/>	
* City: <input type="text" value="Russell"/>	County/Parish: <input type="text" value="Russell"/>	
* State: <input type="text" value="KS: Kansas"/>	Province: <input type="text"/>	
* Country: <input type="text" value="USA: UNITED STATES"/>	* Zip / Postal Code: <input type="text" value="67665"/>	
e. Organizational Unit:		
Department Name: <input type="text" value="City of Russell"/>	Division Name: <input type="text"/>	
f. Name and contact information of person to be contacted on matters involving this application:		
Prefix: <input type="text" value="Mr."/> * First Name: <input type="text" value="Rich"/>	Middle Name: <input type="text"/>	
* Last Name: <input type="text" value="Krause"/>	Suffix: <input type="text"/>	
Title: <input type="text" value="Public Works Director"/>		
Organizational Affiliation: <input type="text"/>		
* Telephone Number: <input type="text" value="(785) 483-6311"/>	Fax Number: <input type="text"/>	
* Email: <input type="text" value="rich@russellcity.org"/>		

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

*** 12. Funding Opportunity Number:**

3-20-0071-013-2020

* Title:

Reseal Joints and Panel Repair on Runway 17-35, Taxiway Connectors, and Apron

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Design services, construction and project closeout services, and construction costs for the rehabilitation of Runway 17-35, taxiway connectors, and apron at the Russell Municipal Airport (RSL) .

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="623,670.00"/>
* b. Applicant	<input type="text" value="22,115.00"/>
* c. State	<input type="text"/>
* d. Local	<input type="text"/>
* e. Other	<input type="text"/>
* f. Program Income	<input type="text"/>
* g. TOTAL	<input type="text" value="645,785.00"/>

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

Yes No

If "Yes", provide explanation and attach

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:
Middle Name:
* Last Name:
Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative: * Date Signed:

Application for Federal Assistance (Development and Equipment Projects)

PART II – PROJECT APPROVAL INFORMATION

Part II - SECTION A	
The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.	
Item 1. Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Item 2. Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
Item 3. Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
Item 4. Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s).	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
Item 5. Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes. <input type="checkbox"/> The project is included in an <i>approved</i> PFC application. If included in an approved PFC application, does the application <i>only</i> address AIP matching share? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> The project is included in another Federal Assistance program. Its CFDA number is below.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A
Item 6. Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals? If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply: <input type="checkbox"/> De Minimis rate of 10% as permitted by 2 CFR § 200.414. <input type="checkbox"/> Negotiated Rate equal to _____ % as approved by _____ (the Cognizant Agency) on _____ (Date) (2 CFR part 200, appendix VII).	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A
<i>Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.</i>	

PART II - SECTION B

Certification Regarding Lobbying

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Authorized Representative shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

The City of Russell, Kansas holds title to approximately 253.542 acres of land. With these land parcels, the Russell Municipal Airport has reasonable land use control of airport property and land in the vicinity. The land use surrounding the airport is agricultural and commercial/industrial in nature.

2. Defaults – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

None

3. Possible Disabilities – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

None

4. Consistency with Local Plans – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

Yes

5. Consideration of Local Interest – It has given fair consideration to the interest of communities in or near where the project may be located.

Yes

6. Consultation with Users – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

Yes

7. Public Hearings – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

N/A

8. Air and Water Quality Standards – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

N/A

PART II – SECTION C (Continued)

9. Exclusive Rights – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

None

10. Land – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

Per Exhibit "A" Property Map sealed under the date of 04-10-06, originally filed with AIP Project No. 3-20-0071-03/04.

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

None

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

None

¹ State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL	
1. Federal Domestic Assistance Catalog Number:	20.106
2. Functional or Other Breakout:	

SECTION B – CALCULATION OF FEDERAL GRANT			
Cost Classification	Latest Approved Amount (Use only for revisions)	Adjustment + or (-) Amount (Use only for revisions)	Total Amount Required
1. Administration expense			\$ 300
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			40,500
5. Other Architectural engineering fees			15,600
6. Project inspection fees			52,100
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			537,285
12. Equipment			
13. Miscellaneous			
14. Subtotal (Lines 1 through 13)			\$ 645,785
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			645,785
17. Less: Ineligible Exclusions (Section C, line 23 g.)			
18. Subtotal (Lines 16 through 17)			\$ 645,785
19. Federal Share requested of Line 18 (AIP)			561,303
20. Grantee share			22,115
21. Other shares Federal Share requested of Line 18 (CARES Act)			62,367
22. TOTAL PROJECT (Lines 19, 20 & 21)			\$ 645,785

SECTION C – EXCLUSIONS	
23. Classification (Description of non-participating work)	Amount Ineligible for Participation
a.	
b.	
c.	
d.	
e.	
f.	
g. Total	

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE	
24. Grantee Share – Fund Categories	Amount
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain): Cash	22,115
h. TOTAL - Grantee share	\$ 22,115
25. Other Shares	Amount
a. State	
b. Other	
c. TOTAL - Other Shares	
26. TOTAL NON-FEDERAL FINANCING	\$ 22,115

SECTION E – REMARKS (Attach sheets if additional space is required)

PART IV – PROGRAM NARRATIVE
(Suggested Format)

PROJECT: Reseal Joints and Panel Repair on Runway 17-35, Taxiway Connectors, and Apron
AIRPORT: Russell Municipal (RSL)
1. Objective: Rehabilitate the concrete pavement (including resealing of joints, panel replacement, and remarking) on Runway 17-35, taxiway connectors, and apron.
2. Benefits Anticipated: Rehabilitation of the concrete pavement at the airport will extend the life of the pavement and raise its PCI value.
3. Approach: (See approved Scope of Work in Final Application) The design phase included the preparation of a design report, CSPP report, construction plans, and contract documents/specifications in accordance with FAA criteria and project specific needs. It also included calculating a project budget and opinion of probable construction cost. After producing a set of plans and specifications, bids were solicited from prospective contractors. Construction and project closeout services will be provided. Construction is anticipated in FY2020/2021. Lochner - Consultant: Engineering design, bidding, and construction and project closeout services GDS, LLC - Prime Contractor
4. Geographic Location: Russell Municipal Airport, City of Russell, Russell County, Kansas
5. If Applicable, Provide Additional Information:
6. Sponsor's Representative: (include address & telephone number) Rich Krause - Public Works Director 133 W. 8th Street Russell, KS 67665 (785) 483-6311

TOTAL PROJECT BUDGET
RUSSELL MUNICIPAL AIRPORT (RSL)
RUSSELL, KANSAS

FAA AIP PROJECT NO. 3-20-0071-013-2020

BASE BID
Rehabilitate and Remark Runway 17-35 and Connecting Taxiways

ADD ALTERNATE
Rehabilitate and Remark Apron

May 12, 2020

H:\AVI\PRJ\00015543\01 - RUNW REHAB\AE\04 - ESTIMATE & BUDGET\Master-PayItems_(Russell PCC Rehab).xlam\BUDGET (BB+AA) (Local Input)

PROJECT FUNDING

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CARES Act Funds for Grant-013	\$	62,367
Grant-013 Funding (RSL NPE)	\$	623,670
* FY2021 FAA AIP Grant-013 Amendment (RSL NPE)	\$	19,903
** Local Matching Funds for FY2021 Grant-013 Amendment	\$	2,212
FY2021 Grant-013 Amendment Funding	\$	22,115
TOTAL PROJECT FUNDING	\$	645,785

* Denotes funds to be initially paid by City that **WILL** be reimbursed when NPE funds become available.

** Denotes funds to be initially paid by City that **WILL NOT** be reimbursed but will constitute local match.

PROJECT COSTS

	CARES Act / Local Cost (10%)	FAA Cost (90%)	Total Cost
<u>Administrative</u>			
Legal & Advertising (Est.)	\$ 30.00	\$ 270.00	\$ 300.00
Subtotal	\$ 30.00	\$ 270.00	\$ 300.00
<u>Engineering</u>			
Design - Basic Services (Orig. Agreement)	\$ 4,050.00	\$ 36,450.00	\$ 40,500.00
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Subtotal	\$ 10,820.00	\$ 97,380.00	\$ 108,200.00
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Construction Costs (GDS, LLC - Base Bid + Add Alt.)	\$ 53,728.48	\$ 483,556.32	\$ 537,284.80
Subtotal	\$ 53,728.48	\$ 483,556.32	\$ 537,284.80
TOTAL PROJECT COSTS (EST.)	\$ 64,578	\$ 581,206	\$ 645,785



U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-129, Construction Project Final Acceptance – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to the Federal Aviation Administration at: 800 Independence Ave. SW, Washington, DC 20591, Attn: Information Collection Clearance Officer, ASP-110.

Construction Project Final Acceptance Airport Improvement Program Sponsor Certification

Sponsor: City of Russell, Kansas

Airport: Russell Municipal (RSL)

Project Number: 3-20-0071-013-2020

Description of Work: Reseal Joints and Panel Repair on Runway 17-35, Taxiway Connectors, and Apron

Application

49 USC § 47105(d), authorizes the Secretary to require me certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in 2 CFR § 200.343 – Closeout and supplemented by FAA Order 5100.38. The sponsor must determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

Certification Statements

Except for certification statements below marked not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgment and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The personnel engaged in project administration, engineering supervision, project inspection, and acceptance testing were or will be determined to be qualified and competent to perform the work (Grant Assurance).
 Yes No N/A
2. Construction records, including daily logs, were or will be kept by the resident engineer/construction inspector that fully document contractor’s performance in complying with:
 - a. Technical standards (Advisory Circular (AC) 150/5370-12);
 - b. Contract requirements (2 CFR part 200 and FAA Order 5100.38); and
 - c. Construction safety and phasing plan measures (AC 150/5370-2). Yes No N/A
3. All acceptance tests specified in the project specifications were or will be performed and documented. (AC 150/5370-12).
 Yes No N/A

4. Sponsor has taken or will take appropriate corrective action for any test result outside of allowable tolerances (AC 150/5370-12).
- Yes No N/A
5. Pay reduction factors required by the specifications were applied or will be applied in computing final payments with a summary made available to the FAA (AC 150/5370-10).
- Yes No N/A
6. Sponsor has notified, or will promptly notify the Federal Aviation Administration (FAA) of the following occurrences:
- a. Violations of any federal requirements set forth or included by reference in the contract documents (2 CFR part 200);
- b. Disputes or complaints concerning federal labor standards (29 CFR part 5); and
- c. Violations of or complaints addressing conformance with Equal Employment Opportunity or Disadvantaged Business Enterprise requirements (41 CFR Chapter 60 and 49 CFR part 26).
- Yes No N/A
7. Weekly payroll records and statements of compliance were or will be submitted by the prime contractor and reviewed by the sponsor for conformance with federal labor and civil rights requirements as required by FAA and U.S. Department of Labor (29 CFR Part 5).
- Yes No N/A
8. Payments to the contractor were or will be made in conformance with federal requirements and contract provisions using sponsor internal controls that include:
- a. Retaining source documentation of payments and verifying contractor billing statements against actual performance (2 CFR § 200.302 and FAA Order 5100.38);
- b. Prompt payment of subcontractors for satisfactory performance of work (49 CFR § 26.29);
- c. Release of applicable retainage upon satisfactory performance of work (49 CFR § 26.29); and
- d. Verification that payments to DBEs represent work the DBE performed by carrying out a commercially useful function (49 CFR §26.55).
- Yes No N/A
9. A final project inspection was or will be conducted with representatives of the sponsor and the contractor present that ensure:
- a. Physical completion of project work in conformance with approved plans and specifications (Order 5100.38);
- b. Necessary actions to correct punch list items identified during final inspection are complete (Order 5100.38); and
- c. Preparation of a record of final inspection and distribution to parties to the contract (Order 5100.38);
- Yes No N/A
10. The project was or will be accomplished without material deviations, changes, or modifications from approved plans and specifications, except as approved by the FAA (Order 5100.38).
- Yes No N/A

11. The construction of all buildings have complied or will comply with the seismic construction requirements of 49 CFR § 41.120.

Yes No N/A

12. For development projects, sponsor has taken or will take the following close-out actions:

- a. Submit to the FAA a final test and quality assurance report summarizing acceptance test results, as applicable (Grant Condition);
- b. Complete all environmental requirements as established within the project environmental determination (Order 5100.38); and
- c. Prepare and retain as-built plans (Order 5100.38).

Yes No N/A

13. Sponsor has revised or will revise their airport layout plan (ALP) that reflects improvements made and has submitted or will submit an updated ALP to the FAA no later than 90 days from the period of performance end date. (49 USC § 47107 and Order 5100.38).

Yes No N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this _____ day of _____, 2020 .

Name of Sponsor: City of Russell, Kansas

Name of Sponsor's Authorized Official: Raymond (Curt) Mader

Title of Sponsor's Authorized Official: Mayor

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-130, Drug-Free Workplace – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to the Federal Aviation Administration at: 800 Independence Ave. SW, Washington, DC 20591, Attn: Information Collection Clearance Officer, ASP-110.

Drug-Free Workplace Airport Improvement Program Sponsor Certification

Sponsor: City of Russell, Kansas

Airport: Russell Municipal (RSL)

Project Number: 3-20-0071-013-2020

Description of Work: Reseal Joints and Panel Repair on Runway 17-35, Taxiway Connectors, and Apron

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

Yes No N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:

- a. The dangers of drug abuse in the workplace;
- b. The sponsor's policy of maintaining a drug-free workplace;
- c. Any available drug counseling, rehabilitation, and employee assistance programs; and
- d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

Yes No N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).

Yes No N/A

4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:

- a. Abide by the terms of the statement; and
- b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

Yes No N/A

5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).

Yes No N/A

6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:

- a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and
- b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

Yes No N/A

7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).

Yes No N/A

Site(s) of performance of work (2 CFR § 182.230):

Location 1

Name of Location: Russell City Building

Address: 133 W. 8th Street, Russell, KS 67665

Location 2 (if applicable)

Name of Location: Russell Municipal Airport

Address: 4243 Airport Terrace, Russell, KS 67665

Location 3 (if applicable)

Name of Location:

Address:



U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-131, Equipment and Construction Contracts – Airport Improvement Sponsor Certification

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to the Federal Aviation Administration at: 800 Independence Ave. SW, Washington, DC 20591, Attn: Information Collection Clearance Officer, ASP-110.

Equipment and Construction Contracts Airport Improvement Sponsor Certification

Sponsor: City of Russell, Kansas

Airport: Russell Municipal (RSL)

Project Number: 3-20-0071-013-2020

Description of Work: Reseal Joints and Panel Repair on Runway 17-35, Taxiway Connectors, and Apron

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General procurement standards for equipment and construction contracts within Federal grant programs are described in 2 CFR §§ 200.317-200.326. Labor and Civil Rights Standards applicable to the AIP are established by the Department of Labor (www.dol.gov) AIP Grant Assurance C.1—General Federal Requirements identifies all applicable Federal Laws, regulations, executive orders, policies, guidelines and requirements for assistance under the AIP. Sponsors may use state and local procedures provided the procurement conforms to these federal standards.

This certification applies to all equipment and construction projects. Equipment projects may or may not employ laborers and mechanics that qualify the project as a “covered contract” under requirements established by the Department of Labor requirements. Sponsor shall provide appropriate responses to the certification statements that reflect the character of the project regardless of whether the contract is for a construction project or an equipment project.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A written code or standard of conduct is or will be in effect prior to commencement of the project that governs the performance of the sponsor’s officers, employees, or agents in soliciting, awarding and administering procurement contracts (2 CFR § 200.318).

Yes No N/A

2. For all contracts, qualified and competent personnel are or will be engaged to perform contract administration, engineering supervision, construction inspection, and testing (Grant Assurance C.17).
- Yes No N/A
3. Sponsors that are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included or will include clauses required by Title VI of the Civil Rights Act and 49 CFR Part 26 for Disadvantaged Business Enterprises in all contracts and subcontracts.
- Yes No N/A
4. Sponsors required to have a DBE program on file with the FAA have implemented or will implement monitoring and enforcement measures that:
- a. Ensure work committed to Disadvantaged Business Enterprises at contract award is actually performed by the named DBEs (49 CFR § 26.37(b));
 - b. Include written certification that the sponsor has reviewed contract records and has monitored work sites for performance by DBE firms (49 CFR § 26.37(b)); and
 - c. Provides for a running tally of payments made to DBE firms and a means for comparing actual attainments (i.e. payments) to original commitments (49 CFR § 26.37(c)).
- Yes No N/A
5. Sponsor procurement actions using the competitive sealed bid method (2 CFR § 200.320(c)). was or will be:
- a. Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors;
 - b. Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond;
 - c. Publicly opened at a time and place prescribed in the invitation for bids; and
 - d. Prepared in a manner that result in a firm fixed price contract award to the lowest responsive and responsible bidder.
- Yes No N/A
6. For projects the Sponsor proposes to use the competitive proposal procurement method (2 CFR § 200.320(d)), Sponsor has requested or will request FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:
- a. Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method;
 - b. Plan for publicizing and soliciting an adequate number of qualified sources; and
 - c. Listing of evaluation factors along with relative importance of the factors.
- Yes No N/A
7. For construction and equipment installation projects, the bid solicitation includes or will include the current federal wage rate schedule(s) for the appropriate type of work classifications (2 CFR Part 200, Appendix II).
- Yes No N/A

8. Concurrence was or will be obtained from the Federal Aviation Administration (FAA) prior to contract award under any of the following circumstances (Order 5100.38D):

- a. Only one qualified person/firm submits a responsive bid;
- b. Award is to be made to other than the lowest responsible bidder; and
- c. Life cycle costing is a factor in selecting the lowest responsive bidder.

Yes No N/A

9. All construction and equipment installation contracts contain or will contain provisions for:

- a. Access to Records (§ 200.336)
- b. Buy American Preferences (Title 49 U.S.C. § 50101)
- c. Civil Rights - General Provisions and Title VI Assurances(41 CFR part 60)
- d. Federal Fair Labor Standards (29 U.S.C. § 201, et seq)
- e. Occupational Safety and Health Act requirements (20 CFR part 1920)
- f. Seismic Safety – building construction (49 CFR part 41)
- g. State Energy Conservation Requirements - as applicable(2 CFR part 200, Appendix II)
- h. U.S. Trade Restriction (49 CFR part 30)
- i. Veterans Preference (49 USC § 47112(c))

Yes No N/A

10. All construction and equipment installation contracts exceeding \$2,000 contain or will contain the provisions established by:

- a. Davis-Bacon and Related Acts (29 CFR part 5)
- b. Copeland "Anti-Kickback" Act (29 CFR parts 3 and 5)

Yes No N/A

11. All construction and equipment installation contracts exceeding \$3,000 contain or will contain a contract provision that discourages distracted driving (E.O. 13513).

Yes No N/A

12. All contracts exceeding \$10,000 contain or will contain the following provisions as applicable:

- a. Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity;
- b. Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8;
- c. Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247; and
- d. Provisions that address termination for cause and termination for convenience (2 CFR Part 200, Appendix II).

Yes No N/A

13. All contracts and subcontracts exceeding \$25,000: Measures are in place or will be in place (e.g. checking the System for Award Management) that ensure contracts and subcontracts are not awarded to individuals or firms suspended, debarred, or excluded from participating in federally assisted projects (2 CFR parts 180 and 1200).

Yes No N/A

14. Contracts exceeding the simplified acquisition threshold (currently \$150,000) include or will include provisions, as applicable, that address the following:

- a. Construction and equipment installation contracts - a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100% (2 CFR § 200.325);
- b. Construction and equipment installation contracts - requirements of the Contract Work Hours and Safety Standards Act (40 USC 3701-3708, Sections 103 and 107);
- c. Restrictions on Lobbying and Influencing (2 CFR part 200, Appendix II);
- d. Conditions specifying administrative, contractual and legal remedies for instances where contractor or vendor violate or breach the terms and conditions of the contract (2 CFR §200, Appendix II); and
- e. All Contracts - Applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 7401-7671q), Section 508 of the Clean Water Act (33 USC 1251-1387, and Executive Order 11738.

Yes No N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this day of , 2020 .

Name of Sponsor: City of Russell, Kansas

Name of Sponsor's Authorized Official: Raymond (Curt) Mader

Title of Sponsor's Authorized Official: Mayor

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-132, Project Plans and Specifications – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to the Federal Aviation Administration at: 800 Independence Ave. SW, Washington, DC 20591, Attn: Information Collection Clearance Officer, ASP-110.

Project Plans and Specifications

Airport Improvement Program Sponsor Certification

Sponsor: City of Russell, Kansas

Airport: Russell Municipal (RSL)

Project Number: 3-20-0071-013-2020

Description of Work: Reseal Joints and Panel Repair on Runway 17-35, Taxiway Connectors, and Apron

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). Labor and civil rights standards applicable to AIP are established by the Department of Labor (www.dol.gov/). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for procurement, design or construction of airports, and installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “Yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The plans and specifications were or will be prepared in accordance with applicable federal standards and requirements, so that no deviation or modification to standards set forth in the advisory circulars, or FAA-accepted state standard, is necessary other than those explicitly approved by the Federal Aviation Administration (FAA) (14 USC § 47105).
 Yes No N/A

2. Specifications incorporate or will incorporate a clear and accurate description of the technical requirement for the material or product that does not contain limiting or proprietary features that unduly restrict competition (2 CFR §200.319).
 Yes No N/A

3. The development that is included or will be included in the plans is depicted on the current airport layout plan as approved by the FAA (14 USC § 47107).
 Yes No N/A
4. Development and features that are ineligible or unallowable for AIP funding have been or will be omitted from the plans and specifications (FAA Order 5100.38, par. 3-43).
 Yes No N/A
5. The specification does not use or will not use "brand name" or equal to convey requirements unless sponsor requests and receives approval from the FAA to use brand name (FAA Order 5100.38, Table U-5).
 Yes No N/A
6. The specification does not impose or will not impose geographical preference in their procurement requirements (2 CFR §200.319(b) and FAA Order 5100.38, Table U-5).
 Yes No N/A
7. The use of prequalified lists of individuals, firms or products include or will include sufficient qualified sources that ensure open and free competition and that does not preclude potential entities from qualifying during the solicitation period (2 CFR §319(d)).
 Yes No N/A
8. Solicitations with bid alternates include or will include explicit information that establish a basis for award of contract that is free of arbitrary decisions by the sponsor (2 CFR § 200.319(a)(7)).
 Yes No N/A
9. Concurrence was or will be obtained from the FAA if Sponsor incorporates a value engineering clause into the contract (FAA Order 5100.38, par. 3-57).
 Yes No N/A
10. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding (49 USC §47106(c)).
 Yes No N/A
11. The design of all buildings comply or will comply with the seismic design requirements of 49 CFR § 41.120. (FAA Order 5100.38d, par. 3-92)
 Yes No N/A
12. The project specification include or will include process control and acceptance tests required for the project by as per the applicable standard:
- a. Construction and installation as contained in Advisory Circular (AC) 150/5370-10.
 Yes No N/A



U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-134, Selection of Consultants – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Statement

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Selection of Consultants

Airport Improvement Program Sponsor Certification

Sponsor: City of Russell, Kansas

Airport: Russell Municipal (RSL)

Project Number: 3-20-0071-013-2020

Description of Work: Reseal Joints and Panel Repair on Runway 17-35, Taxiway Connectors, and Apron

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).
 Yes No N/A

2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).
 Yes No N/A

3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).
 Yes No N/A

4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).
 Yes No N/A
5. Sponsor has publicized or will publicize a RFQ that:
a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and
b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).
 Yes No N/A
6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).
 Yes No N/A
7. Sponsor has verified or will verify that agreements exceeding \$25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR §180.300).
 Yes No N/A
8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:
a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and
b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).
 Yes No N/A
9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).
 Yes No N/A
10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).
 Yes No N/A
11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR §200.318(i)).
 Yes No N/A
12. Sponsor has incorporated or will incorporate mandatory contract provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)
 Yes No N/A

13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:

- a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));
- b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and
- c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j).

Yes No N/A

14. Sponsor is not using or will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

Yes No N/A

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this _____ day of _____, 2020 .

Name of Sponsor: City of Russell, Kansas

Name of Sponsor's Authorized Official: Raymond (Curt) Mader

Title of Sponsor's Authorized Official: Mayor

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



U.S. Department
of Transportation
**Federal Aviation
Administration**

FAA Form 5100-135, Certification and Disclosure Regarding Potential Conflicts of Interest – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to the Federal Aviation Administration at: 800 Independence Ave. SW, Washington, DC 20591, Attn: Information Collection Clearance Officer, ASP-110.

Certification and Disclosure Regarding Potential Conflicts of Interest Airport Improvement Program Sponsor Certification

Sponsor: City of Russell, Kansas

Airport: Russell Municipal (RSL)

Project Number: 3-20-0071-013-2020

Description of Work: Reseal Joints and Panel Repair on Runway 17-35, Taxiway Connectors, and Apron

Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

- a) The employee, officer or agent,
- b) Any member of his immediate family,
- c) His or her partner, or
- d) An organization which employs, or is about to employ, any of the above.

Selecting "Yes" represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting "No" represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If "No" is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor's and sub-recipient's officers, employees, or agents, or by contractors or their agents.

Yes No



City Council Agenda Form

Meeting Date: May 19, 2020

Agenda Item Title: Professional Services Agreement - Water Production Plant "A"

Department: Water

Agenda Item Description: Professional Services Agreement for Design Engineering for Water Production Plant "A"

Background:

On March 3, 2020, Engineers from Bartlett & West reviewed the completed assessment of the Water Production Plant "A" with the Council. The review included recommendations with several options to make improvements to the plant that would expand the useful life another twenty (20) years. Staff worked internally to select options listed in the assessment that fit our operational needs.

On April 7, 2020, Public Works Director reviewed with the council those options and the scope of work staff recommended from a list of forty-three items with a estimated total project cost of \$3,972,000.

On May 5, 2020, Staff presented a draft from Bartlett & West, Inc. Agreement for Professional Services, design phase, permitting, and bidding phase services in an amount of \$325,000. Attorney and staff have reviewed the final services agreement.

City Attorney Review/ Comment: May 6, 2020

Funding Source: TBD- KDHE Revolving Loan Fund or Bond

Options:

1. Approve the Bartlett & West, INC. Agreement for Professional Services in the amount of \$325,000.00 for the design, permitting, and bidding services.
2. Provide staff with an alternate direction.
3. Take no action

Staff Recommendation: Approve the Bartlett & West, INC. Agreement for Professional Services in the amount of \$325,000.00 the design, permitting, and bidding services for upgrades to Water Treatment Plant "A" as outlined in the scope of work.

Attachment(s): Bartlett & West, INC. Agreement for Professional Services, Exhibit A, and Exhibit B

BARTLETT & WEST, INC.

AGREEMENT FOR PROFESSIONAL SERVICES

This is an Agreement (hereafter referred to as the “Agreement”) by and between the City of Russell, Kansas (“Client”), located at 133 W. 8th Street, Russell, KS 67665 and Bartlett & West, Inc. (“Consultant”), located at 230 Poyntz Avenue, Manhattan, KS 66502.

WHEREAS, Client intends to compete upgrades to their Water Treatment Plant A as outline in the Water Treatment Plant Study, dated August 2019, and subsequent Amendment.

WHEREAS, Client intends to engage Consultant to perform certain professional services with regard to such work, which is hereinafter called the Project.

Client and Consultant therefore agree as follows:

ARTICLE I – DEFINITIONS AND RULES OF INTERPRETATION

- A. The agreement between Client and Consultant consists of this Agreement for Professional Services, the Standard Provisions of Agreement for Professional Services attached as Exhibit A, and the following exhibits and addenda:
 1. Exhibit B – Scope of WorkAll such items together shall be referenced herein as the “Agreement.”
- B. In the event of any conflict in the language of this Agreement for Professional Services with the Standard Provisions of Agreement attached hereto, the language of the Standard Provisions of Agreement shall control.
- C. This Agreement represents the entire and integrated agreement between Client and Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Client and Consultant.
- D. This Agreement shall be governed by the laws of the state of Kansas.

ARTICLE II – SCOPE OF WORK

- A. Consultant shall perform services as described in Exhibit B.
 1. Any additional services must be requested separately by Client and agreed to by Consultant. Excluded services in addition to those listed in Exhibit B. The following items are specifically excluded from the scope of work:
 - a. Geotechnical or soils testing
 - b. Environmental assessment
 - c. Investigating or performing any archeological study

ARTICLE III – CLIENT’S RESPONSIBILITIES

In addition to other responsibilities set forth in this Agreement, Client shall:

- A. As outlined in Exhibit B.
- B. Provide Consultant with all criteria and full information as to Client’s requirements for the Project, including design objectives, capacity, performance requirements, and budgetary limitations upon which Consultant may rely. Consultant shall be entitled to rely, without liability, on the accuracy and completeness of any and all information provided by Client, Client’s consultants and contractors, and information from public records, without the need for independent verification.
- C. Furnish available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the site.
- D. Arrange for safe access to and make all provisions for Consultant to enter upon public and private property as required to perform services under this Agreement.
- E. Examine alternative solutions, reports, drawings, specifications, and other documents presented by Consultant and render timely decisions pertaining to the documents.
- F. Provide timely reviews, approvals, and permits from all governmental authorities having jurisdiction over elements or phases of the Project.
- G. Participate in conferences, meetings, bid openings, and other similar aspects of the Project as requested by Consultant.

ARTICLE IV – TIME OF PERFORMANCE FOR SERVICES

- A. The services under this Agreement have been agreed to in anticipation of the orderly progress of the Project through completion. Unless a specific time of performance for services is specified in this Agreement, Consultant’s obligation to render services hereunder will be for a period which may be reasonably required for the completion of said services. If a specific time of performance is provided herein and if Client has requested changes in the scope or character of the Project, the time of performance shall be adjusted equitably.
- B. As set forth in Exhibit B.

ARTICLE V – PAYMENT PROVISIONS

- 1. Client shall pay Consultant for services described in the Scope of Work (Exhibit B), The Lump Sum includes compensation for Consultant’s services, expenses, and services of Consultant’s sub-consultants, if any, for the services as defined.
- C. Additional services, as referenced in Article II.B. shall be agreed upon in advance of the services being provided. The additional services will be billed in the same manner as above unless otherwise stated in this Agreement.

ARTICLE VI – INSURANCE

A. Consultant shall purchase and maintain insurance as set forth below:

1. Commercial General Liability insurance with a limit of \$1,000,000 for each occurrence and \$2,000,000 general aggregate.
2. Automobile Liability insurance with a limit of \$1,000,000 for each accident, combined single limit for bodily injury and property damage.
3. Workers Compensation and Employer's Liability insurance in accordance with statutory requirements, with a limit of \$1,000,000 for each accident.
4. Professional Liability insurance on a claims-made basis in the amount of \$3,000,000 per claim and \$3,000,000 annual aggregate.
5. Commercial Umbrella, with a limit of \$2,000,000 each occurrence and aggregate.
6. Technology E&O with a limit of \$1,000,000 each claim and aggregate.

Certificates of insurance evidencing the coverages indicated above will be provided to Client upon request.

ARTICLE VII – DISPUTE RESOLUTION

A. Prior to arbitration or litigation, the parties shall endeavor to resolve disputes in accordance with paragraph 10 of the Standard Provisions of Agreement attached as Exhibit A to this Agreement. Claims shall be brought only in the district court of Russell County, Kansas and the parties agree to this venue and to jurisdiction by this court.

ARTICLE VIII – ALLOCATION OF RISKS

A. Percentage Share of Negligence. To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through or under the other party for any cost, loss, or damage caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Client, Consultant, and all other negligent entities and individuals.

ARTICLE IX – INDEMNITY

A. Indemnity by Consultant. Consultant agrees to indemnify and hold harmless Client from and against damages, losses, costs or expenses (including reasonable attorney's fees) actually incurred by Client but only to the extent caused by the negligent performance of Consultant. In no event shall the indemnification obligation extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by any applicable statute of repose or statute of limitations. If Client and Consultant are both at fault for certain damages, then each party shall bear liability for its own respective percentage of fault.

B. ~~Consultant will not be required to indemnify Client for claims caused or alleged to be caused in whole or in part by the acts or omissions of Client or other third parties for whom Consultant is not responsible.~~

- C. ~~Consultant's obligation to indemnify Client is limited by Article X – Design Contingency provisions.~~
- D. Under no circumstances shall Consultant be required to pay the defense costs of Client, unless Consultant is adjudged to be negligent by a court of law and such defense costs are included as damages in the award. Consultant's obligation to pay defense costs, if awarded by a court, is limited by Article X – Design Contingency provisions, if any such provisions are part of this Agreement.

ARTICLE X – DESIGN CONTINGENCY

A. ~~DESIGN CONTINGENCY. Consultant makes no warranty, express or implied, that its design is free of errors. Client and Consultant agree that certain increased costs and changes may be required and are anticipated due to omissions, errors or inconsistencies in drawings and specifications prepared by Consultant. Therefore, Client agrees to set aside a reserve in the amount of 10% of the estimated total project cost as a contingency to be used, as needed, to pay for any such increased costs and changes. The percentage is intended to be for the whole project cost and not applied as a percentage to individual segments or quantities of a construction project. Client agrees to make no claim against Consultant with respect to any increased cost within this contingency amount. If costs due to changes resulting from design errors, omissions or inconsistencies exceed the contingency, then Consultant shall be responsible for damages incurred by Client above that sum but only to the extent caused by Consultant's negligent performance. Cost increases as a result of Client requests made after construction documents are issued for permit, changes in governmental agency requirements after previous approval, or unforeseen conditions are not costs due to errors, omissions or inconsistencies. In no event shall Consultant be responsible for direct costs that Client would have incurred in the construction contract, including actual installed quantities during construction, but for Consultant's error or omission.~~

ARTICLE XI – TERM OF AGREEMENT

A. This Agreement shall become effective upon signatures by both Parties.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties hereto have executed this Agreement.

Client:

CITY OF RUSSELL, KS

By: _____

Print Name: _____

Title: _____

Date Signed: _____

Consultant:

BARTLETT & WEST, INC.

By: Nathan A. Bergman

Print Name: Nathan Bergman

Title: Sr. Project Manager

Date Signed: 5/5/2020

EXHIBIT A

STANDARD PROVISIONS OF AGREEMENT FOR PROFESSIONAL SERVICES

Client and Bartlett & West, Inc. (referred to as Consultant), agree that the following provisions shall be part of this Agreement.

1. Payment. Unless stated otherwise in this Agreement, fees and all other charges will be billed monthly as the work progresses, and the net amount shall be due at the time of billing. If Client does not pay invoices within thirty (30) days of the billing date, Consultant may, upon written notice to Client, suspend further work until payment is current. Client agrees to indemnify and hold Consultant harmless from any claim or liability resulting from such suspension. Interest not exceeding the maximum rate allowable by law will be payable on any amounts not paid within thirty (30) days of the billing date, payment thereafter applied first to accrued interest and then to the principal unpaid amount. If Client fails to pay Consultant pursuant to this section, Client shall be liable for and shall reimburse Consultant for expenses incurred by Consultant in connection with or in any way relating to Client's failure to pay. Such expenses shall include, without limitation, reasonable attorneys' fees, legal expenses, and court costs. In the event Client fails to pay Consultant within ninety (90) days after the billing date, then Client agrees that Consultant shall have the right to consider such failure as a substantial breach of this Agreement and the duties of Consultant under this Agreement may be terminated at the election of Consultant upon five (5) days written notice.

2. Taxes. Compensation payable to Consultant pursuant to this Agreement shall be in addition to taxes that may be assessed against Consultant by any state or political subdivision directly on services performed or payments for services performed by Consultant. Such taxes that Consultant may be required to collect or pay shall be added by Consultant to invoices submitted to Client pursuant to this Agreement.

3. Suspension. In the event all or any portion of the work prepared or partially prepared by Consultant is suspended, abandoned, or terminated, Client shall pay Consultant for the work performed on an hourly basis, not to exceed any maximum contract amount specified herein.

4. Termination. This Agreement may be terminated by Client or Consultant upon thirty (30) days written notice in the event of substantial failure of the other party to perform in accordance with the terms of this Agreement. Client expressly agrees to hold Consultant harmless from any liability arising out of Consultant's termination of its services hereunder due to Client's failure to perform and/or pay in accordance with the provisions of this Agreement. In the event of termination of this Agreement, Client shall promptly pay Consultant for all fees, charges, and services performed by Consultant in accordance with the compensation arrangements under this Agreement or on an agreed hourly basis. If Consultant files suit for breach of contract, all attorney fees, court costs, and other related costs will be paid by Client if a Court finds Client has breached its contract with Consultant.

5. Delay. All agreements on Consultant's part are contingent upon, and Consultant shall not be responsible for damages or be in default, or be deemed to be in default, by reason of delays in performance of others by reason of strikes, lock-outs, accidents, widespread infectious disease outbreaks (including, but not limited to, epidemics and pandemics), acts of God and other delays unavoidable or beyond Consultant's reasonable control, or due to shortages or unavailability of labor at established area wage rate or delays caused by failure of Client or Client's agents to furnish information or to approve or disapprove Consultant's work promptly, or due to late or slow, or faulty performance by Client, other contractors or governmental agencies, the performance of whose work is precedent to or concurrent with the performance of Consultant's work. In the case of the happening of any such cause of delay, the time of completion shall be extended accordingly.

6. Client Changes. In the event any changes are made in the work to be performed hereunder, by Client or persons other than Consultant, and which affect Consultant's work, any and all liability arising out of such changes is waived as against Consultant and Client assumes full responsibility for such changes unless Client has given Consultant prior notice and has received from Consultant written consent for such changes.

7. Third Party Information. Consultant is not responsible, and liability is waived by Client as against the Consultant, for use by Client or any other person of any data, reports, plans or drawings not prepared by Consultant.

8. Waiver of Consequential Damages. Neither Client nor Consultant shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of, or connected in any way to the Project or this Agreement. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, unrealized savings or diminution of property value and shall apply to any cause of action including negligence, strict liability, breach of contract and breach of warranty.

9. Completion. In no event shall any statute of limitations commence to run any later than the date when Consultant's services are substantially completed, and any cause of action against Consultant arising from or pertaining to this Agreement must be initiated no later than two (2) years after the date when Consultant's services are substantially completed.

10. Disputes. If a claim, dispute or other matter in question arises out of or related to this Agreement, the parties shall first try to resolve the issue through prompt negotiations conducted by an officer authorized to make decisions on behalf of each party. If the dispute is not resolved within sixty (60) calendar days of the commencement of negotiations, the parties shall appoint a qualified, neutral, third-party mediator, as a condition precedent to the institution of litigation. If the parties are unable to agree upon a

mediator, Consultant shall present a list of three prospective mediators to Client, who shall choose the mediator. In the event of failure on the part of Client to do so within ten (10) days of receipt of the list, Consultant shall choose the mediator. The mediator's fees shall be shared equally and shall be held at the offices of Client or Consultant as selected by the mediator.

~~11. Waiver of Subrogation. To the extent any damage or claim is covered by property insurance, Client and Consultant waive all rights against each other and against the contractors, consultants, and employees of the other for damages, except such rights as they may have to the proceeds of such property insurance. Client or Consultant, as applicable, shall require of the contractors, consultants, agents, and employees of any of them similar waivers in favor of the other parties enumerated herein.~~

12. Standard of Care. Consultant's services shall be performed in a manner consistent with that degree of skill and care exercised by practicing professionals performing similar services at the same time, at the same locality, and under the same or similar circumstances and conditions. Consultant makes no other representations or any warranties, whether expressed or implied, with respect to the services rendered hereunder.

13. Consultant Data. Consultant Data, All documents and electronic files prepared or furnished by Consultant pursuant to this Agreement are instruments of Consultant's professional service, and Consultant shall retain an ownership and property interest therein. Upon payment of all amounts rightfully owed to Consultant herein, Consultant's instruments of service become of the property of the Client and maybe used and disseminated as determined by the Client for use on this Project.

14. Ownership. Consultant has and will retain all ownership rights in any software developed under this Agreement, including all patent rights, copyrights, trade secrets, trademarks, service marks, related goodwill and confidential and proprietary information, except as explicitly stated in this Agreement.

15. Ownership. Products of work (POW) shall be defined as any deliverable provided to Client as a result of services provided under this Agreement, including but not limited to software applications, databases, specifications, and documentation related to said POW. Delivered POW are proprietary to Consultant and contain trade secrets, inclusive of unpublished specifications. POW are owned by Consultant and are protected by United States copyright laws, trademark laws, and applicable international treaties and/or conventions. In consideration of the rights granted herein, Client agrees to retain all software, related materials, and information delivered or provided to it in strict confidence. All rights, title, and ownership in patents, trademarks, copyrights, trade secrets, know-how, or any other proprietary rights in the POW remain exclusively with Consultant. Client shall not sell, transfer, lease, lend, assign, time-share, sublicense, publish, disclose, display, or otherwise make available the POW in any form, including, but not limited to, flowcharts, logic diagrams, executable code, object code, source code, or technical documentation, to any other person or entity without the express written permission of Consultant. Client shall

secure and protect the POW in the same manner and to the same degree it protects its own proprietary information, using no less than a reasonable standard of care. Client shall not decompile or reverse engineer any of Consultant's software. Client shall not make any modifications or derivative works to the POW.

16. Ownership. All error corrections, enhancements, new releases, and any other products of work created by Consultant as a result of services provided under this Agreement are and shall remain the exclusive property of Consultant, regardless of whether Client, its employees, or agents may have contributed to the conception, joined in its development, or paid Consultant for the development or use of said POW.

17. Confidentiality. All information relating to Client that is known to be confidential or proprietary, or which is clearly marked as such, shall be held in confidence by Consultant and shall not be disclosed or used by Consultant except to the extent that such disclosure or use is reasonably necessary to the performance of Consultant's services. All information relating to Consultant that is known to be confidential or proprietary, or which is clearly marked as such, shall be held in confidence by Client. These obligations of confidentiality shall extend after the termination of this Agreement, but shall not apply with respect to information that is independently developed by the parties, lawfully becomes a part of the public domain, or of which the parties gained knowledge or possession free of any confidentiality obligation.

18. Fees. When applicable to the project, Client shall pay the costs of inspection fees, zoning and annexation application fees, assessment fees, soils engineering fees, soils testing fees, aerial photography fees, and all other fees, permits, bond premiums, title company charges, and reproductions, and all other charges not specifically covered by the terms of this Agreement.

19. Construction Costs. If any opinion is prepared by Consultant as to anticipated construction costs, such opinion represents a judgment as a professional and is supplied for the general guidance of Client. Since Consultant has no control over the cost of labor and material, or over competitive bidding or market conditions, Consultant does not guarantee the accuracy of such opinion as compared to contractor bids or actual cost to Client.

20. Job Site. If the work involves construction services, Client agrees that in accordance with generally accepted construction practices, the construction contractor will be required by Client to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property and that this requirement shall be made to apply continuously and not be limited to normal working hours. Consultant does not assume responsibility for the safety of persons or property on or about the project site.

20.1 Job Site-Confined Space and/or Permit Required Entry. If confined space and/or permit required entry is required for the services to be provided, general contractor shall provide subcontractor and Consultant with a completed Confined Space

Pre-Entry checklist that complies with 29 CFR 1910.146 and 29 CFR 1926.1200 AA standards for construction as amended and applicable state laws and regulations. general contractor, at its expense, shall obtain any and all required permits and equipment for such entry. general contractor shall determine if the job requires anyone to enter manholes, vaults, lift station, piping, tanks or other confined spaces. Before work at a worksite, general contractor must ensure that a competent person identifies all confined spaces in which one or more of the persons it directs may work, and identifies each space that is a permit space, through consideration and evaluation of the elements of that space, including testing as necessary. If the workplace contains one or more permit spaces, general contractor who identifies, or who receives notice of, a permit space must:

- (1) Inform exposed persons by posting danger signs or by any other equally effective means, of the existence and location of, and the danger posed by, each permit space; and a sign reading "DANGER – PERMIT REQUIRED CONFINED SPACE, DO NOT ENTER" or using other similar language would satisfy the requirement for a sign.
- (2) Inform, in a timely manner and in a manner other than posting, its employees' authorized representatives and the controlling contractor of the existence and location of, and the danger posed by, each permit space.

If general contractor determines any person will enter a permit space, that host employer must have a written permit space program that complies with §1926.1204 implemented at the construction site. Contractor shall provide appropriate air monitoring equipment, employee training, permit forms, rescue procedures, personnel, and other means necessary to safely and independently enter confined spaces. The written program and permit must be made available prior to and during entry operations for inspection by person(s) who need to enter the space for work or inspection.

20.2. Job Site-Fall Protection and Rescue Plans. In the event personal fall arrest systems are used, the following rescue considerations shall apply. general contractor must assure that persons can be promptly rescued or can rescue themselves should a fall occur. The availability of rescue personnel, ladders, or other rescue equipment should be evaluated. In some situations, equipment that allows employees to rescue themselves after the fall has been arrested may be desirable, such as devices that have descent capability. All new persons on site shall be given instructions on the proper use of fall protection devices before they begin work, as well as rescue procedures. The written fall protection plan will be reviewed before work begins on the job site. Fall protection equipment use will be reviewed regularly at the weekly safety meetings.

21. Construction Site Visits. If applicable, Consultant shall make periodic visits to the project site to observe the progress and quality of the executed work and to generally review whether the work is proceeding in accordance with plans and specifications. Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of work and does not assume responsibility for construction techniques, procedures, sequences and schedules or for the conduct, action, errors or omissions of any construction contractor, subcontractor, or material supplier, their agents or employees.

22. Resident Project Representation. When applicable, and by separate attachment executed by Client and Consultant, Consultant may provide resident project representation under Consultant's supervision that will be paid for by Client as indicated in such separate agreement and that will be intended to give Client further assurance with regard to the finished work, but will not involve Consultant in the construction means, methods, techniques, sequences or procedures or safety precautions or programs nor provide to Client any guarantee by Consultant of the accuracy, quality or timeliness of performance by any contractor, subcontractor, or material supplier.

23. Hazardous Materials. In the event that Consultant or any other party encounters asbestos or hazardous or toxic materials at the job site, or should become known in any way that certain materials may be present at the job site or any adjacent areas that may affect the performance of Consultant's services, Consultant may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until Client retains appropriate specialist consultants or contractors to identify, abate and/or remove the asbestos or hazardous or toxic material, and warrant that the job site is in full compliance with applicable laws and regulations.

24. Assignment/Third Party Reliance/Certification. Neither Client nor Consultant shall assign its interest in this Agreement without the written consent of the other. The services to be provided pursuant to this Agreement are being performed solely for the benefit of Client, and no benefit is meant to be conferred upon any person or entity not a party to this Agreement, and no such person or entity should rely upon Consultant's performance of those services to Client; and no claim against Consultant shall accrue to any contractor, subcontractor, consultant, engineer, supplier, fabricator, manufacturer, lender, tenant, surety, homeowner's association or any other third-party as a result of this Agreement or the performance or non-performance of services on the project. Consultant shall not be required to sign any documents, no matter by whom requested, that would result in Consultant's having to certify, guaranty, or warrant the existence of conditions that Consultant cannot ascertain.

25. Client Representative. Client shall designate an individual with authority to act on behalf of Client as to all aspects of the project, shall examine and respond promptly to submissions from Consultant, shall give prompt written notice to Consultant if Client becomes aware of any defect in the project, and shall otherwise fully cooperate as may be required or appropriate in connection with the project.

26. Equal Opportunity. Consultant shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a), and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

27. Severability. Should any provision herein be found or deemed to be invalid, this Agreement shall be construed as not containing such provision and all other provisions which are otherwise lawful shall remain in full force and effect, and to this end, the provisions of this Agreement are declared to be severable.

EXHIBIT B

WATER TREATMENT PLANT A DESIGN, PERMITTING, AND BIDDING CITY OF RUSSELL, KS

BACKGROUND

Bartlett & West (Consultant) completed a review and evaluation of the existing City of Russell, KS (City) Water Treatment Plant A and summarized those results in a report titled WATER TREATMENT PLANT STUDY, August 2019. There have been several discussions since the report was finalized, and an Amendment is being prepared to outline those changes.

The outcome of that evaluation resulted in the following list of recommended improvements:

- Address structural and architectural issues addressed in the amended report for the main filter building, chlorine storage and feed buildings, and the South clarifier.
- Replacing the existing solids contact unit equipment with new sedimentation equipment.
- Replacing the lime slaker and soda ash feeder, along with the augers, tubes, motors, and silo vibrators.
- Conversion from a gas chlorine feed to purchase of bulk liquid sodium hypochlorite
- Conversion from dry alum feed to liquid alum
- Replace scale, feed pump for polymer, and install a system to make moving polymer drums easier.
- Replace gas CO2 feed panels.
- Replace in-line pre-sed basin rapid mixer and horizontal flocculators in the pre-sed basin, and secondary flocculation zone.
- Installing filter surface wash equipment on the media filters, and associated pipe, valves, and booster pump.
- Replacing all filter valve actuators, associated flow measuring differential pressure sensors, and associated compressed air piping.
- Replace and upgrade heating and ventilation as outlined in the amended report.
- Complete replacement for the outdated electrical system as outlined in the amended report
- Instrumentation and Controls upgrades as outlined in amended report.

SCOPE OF WORK

The Consultant shall perform the following services under the Task Order. The following design disciplines are included: Process, Architectural, Structural, Mechanical, Plumbing, Electrical.

Report Amendment

In the recent weeks there have been several discussions since the report was finalized, and an Amendment will be prepared to outline those changes discussed. Those changes include:

- Phone conversations with the City to discuss options outlined in the report.
- Adding discussion and cost estimate to change the flocculators in the pre-sedimentation basin.
- Add clarity on what can be operated with a new generator at Plant A as it pertains to Plant A operation.
- Incorporate choices made by the City as related to chlorine feed, carbon dioxide feed, and sedimentation equipment.
- Add discussion and cost estimate to include polymer drum floor roller system.

- Add discussion and cost estimate for replace the bulk silo bin vibrators.
- Add discussion and cost estimate for replace the filter gallery piping and valves.

Design Phase

1. Site Review and Data Gathering: The Consultant will visit the plant site to collect dimensional information needed for the final design. Gather information on existing equipment and facilities needed for final design.
2. Gather Equipment Information from Manufacturers: Communicate with equipment manufacturers on details of equipment being considered for design, compile, and discuss with the City.
3. Develop 30% level drawings: Drawings to include, but not limited to: Existing background information, new equipment preliminary sized and placed, design criteria near 75% complete. A list of anticipated technical specifications developed. Prepare a submittal set for review by the City.
4. Develop 65% level drawings and technical specifications. Drawings show all key upgrades and improvements but lack notes and some dimensions. Technical specifications started, those for key equipment fully drafted. Design criteria complete. Prepare a submittal set for review by the City.
5. Develop 95% level drawing and technical specifications: Drawings are near completion. Equipment design is complete, equipment tables complete, technical specifications near completion. Prepare a submittal set for review by the City.
6. Develop Final Bid Ready Documents: Final drawings, technical specifications completed and ready for bidding.
7. Instrumentation and Control: The City has a System Integrator with which the Consultant will coordinate for system design. It is also assumed that the System Integrator will be available for meetings with the Consultant during design. The Consultant will prepare a controls signal list table and include function and action notes for each signal. The location of field instruments will be shown on the drawings. The Consultant will coordinate with the System Integrator to specify field instruments. This task assumes the System Integrator will develop design for the control panel(s) and supply such panels for contractor installation.
8. Develop Front End (Contract Portion) of specifications and incorporate funding agency language. It is anticipated that EJCDC documents will be utilized.
9. Submit KDHE Construction Permit application and respond to comments from KDHE in order to obtain construction permit. Submit waste stream summary to KDHE.
10. Coordinate with electrical and gas utilities on changes needed for plant improvements.
11. Provide City with a current opinion of probable Construction Cost, and any adjustments to Total Project Costs known to Engineer. It is anticipated that updated cost estimates will be developed at 30%, 65%, and Final Bid Document design status.
12. Quality Control Review: At times deemed appropriate by the Consultant, conduct internal QC review of the drawings, specifications, and design calculations.
13. Meetings
In addition to the initial site visit (Task 1) the Consultant will attend:
 - a. Up to two (2) additional site visit to gather more detailed dimensional information and check existing facilities with proposed design.

- b. 30% design review meeting. Some team members will join remotely.
- c. 65% design review meeting. Some team members will join remotely.
- d. 95% design review meeting. Some team members will join remotely.
- e. Once per month (remote) check in meetings.
- f. Intermediate calls will occur as needed to exchange information while the work is being completed.
- g. Internal team meetings to coordinate between disciplines.
- h. Attend two (2) City Board meetings. One intermediate update, and when ready for Authorization to Bid.

14. Project Management

- a. At a minimum, on a monthly basis, review the scope and budget. Incorporate changes to stay on time and within budget.
- b. Provide a monthly report or call to keep the City up to date on project status.
- c. Coordination with Client staff, financial advisors, and attorney.

Bidding Phase Services

1. Direct the bidding process for the City.
2. Provide Notice to Bidders for the City to publish in local newspaper. The City is to pay for all advertising fees. The Consultant will arrange for publishing in local plan rooms.
3. Administer the distribution of bidding documents to prospective bidders. Bid sets will be made available electronically. If a bidder desires a hard paper copy, a non-refundable fee will be charged.
4. Prepare for and conduct a Pre-Bid Conference for prospective bidders.
5. Address bidder questions regarding the plans and contract documents. Prepare and issue addenda and provide supplemental information or clarification, as appropriate, to interpret, clarify or expand the bidding documents to all prospective bidders during the bidding process.
6. Attend the bid opening, prepare the bid tabulation sheets, assist the City in evaluating the bids and the contract award.
7. Attend City Council meeting to present results of the bid and provide bid recommendation.

Services Not Included

The following items are not included, but can be incorporated upon request by the City, and with additional agreed upon fee.

1. Addition of any improvements not outlined in the preliminary report and amendment.
2. Incorporation of replacement of the filter piping and valves.
3. Civil/Site design for any site improvements.
4. Preparation of a Controls (Operations) Narrative.
5. Assistance with project funding applications, review of water budget income and expenses, or water rates.
6. Environmental review or gathering of information for another party to complete an environmental review.
7. Water Rate impacts
8. Assist City with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
9. Geotechnical engineering

10. Determination of the existence of any hazardous materials associated with building components or systems.
11. Attendance at City Council meetings, except as defined above.
12. Re-advertising and rebidding
13. Revision of plans to reduce cost following bid opening.
14. Surveying of any kind.
15. Preparation of Operations and Maintenance manual.

Responsibilities of the City

1. Provide existing data, maps, plan sets, water quality, water quantity, and other information the City has that will be needed.
2. Contract directly with the controls system integrator for their services during design.
3. Pay for any permit fees, application fees, notice advertising fees, and other similar fees.
4. Any legal fees incurred during the project.
5. Prompt reviews of plans during design submittals.

Fee

The services contained in this Task Order shall be performed on a Lump Sum basis for a fee of \$325,000 including expenses.

Schedule

It is anticipated the project will progress at the following approximate schedule following receipt of a signed Agreement.

- Amendment: Within 15 days after agreement execution.
- 30% Submittal: Within 75 days after agreement execution.
- 65% Submittal: Within 60 days after the 30% review meeting.
- 95% Submittal: Within 60 days after the 65% review meeting
- Submittal to KDHE: Within 45 days after the 95% review meeting
- Bidding: Start the bid process within two weeks of receiving KDHE approval.

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Russell Police



Department

Est. 1872

ACTIVITY REPORT FOR 2020

INCIDENTS REPORTED

OFFENSES	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Offenses Reports	29	28	26	21									104
Supplement Reports	7	3	11	4									25
Non-Crime Reports	8	12	8	7									35
Felony	6	5	11	2									24
Misdemeanor	23	23	15	19									80

CRIMINAL ENFORCEMENT ACTIVITIES

DESCRIPTION	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Adult Arrest	17	20	1	7									45
Juvenile Arrest	6	1	5	1									13
Child in Need of Care	1	3	0	0									4
Total Custody	23	23	6	8									60
Alcohol Related	1	0	4	1									6
Drug Related	3	4	0	2									9
Curfew Violaiton	0	0	0	1									1

INVESTIGATION ACTIVITES

DESCRIPTION	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Total Cases Assigned	34	35	42	21									132
Total Active Cases	4	5	17	9									35
Cases Referred	9	10	2	8									29
Adult Affdavits Filed	5	10	0	1									16
Juvenile Affadvits Filed	6	1	1	1									9
Follow-Up Contacts	6	2	9	16									33
Search Warrants	1	0	0	0									1

TRAFFIC ACCIDENT INVESTIGATIONS

DESCRIPTIONS	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Injury Accidents	0	0	1	1									2
Non-Injury Accidents	1	4	3	4									12
TOTAL ACCIDENTS	2	7	7	7									23
Private Property	1	3	3	2									9

PATROL ACTIVITIES



Permit Report

04/01/2020 - 04/30/2020

Permit #	Permit Date	Project Address	Permit Type	Description	Project Cost	Primary Contractor
Group: Building						
20200093	4/29/2020	1455 N Lincoln St	Building	Water Heater Replacement	1,000.00	Russell Contractors
20200091	4/29/2020	336 W. 5th	Building	Roofing	12,715.00	HPR, Inc.
20200086	4/28/2020	1628 N. Elm	Building	Roofing	6,000.00	Mitchell Roofing
20200083	4/27/2020	1273 N Ash	Building	Roofing	6,000.00	Lumpkins Construction
20200082	4/27/2020	727 N. Elm	Building	Roofing	8,000.00	Mitchell Roofing
20200073	4/20/2020	744 E 7th	Building	8 x 12 Car Carport	600.00	Coast to Coast Carports
20200071	4/20/2020	811 E. 7th	Building	Water Heater Replacement	2,500.00	Don's Plumbing, Heating and Air
20200070	4/17/2020	603 E. 7th	Building	Fence	2,000.00	
20200069	4/17/2020	51 S. Lincoln	Building	Roofing	3,000.00	Mitchell Roofing
20200067	4/16/2020	114 Barbara Ave.	Building	12 x 32 Shed	500.00	
20200065	4/15/2020		Building	Fence	7,000.00	Brueggemann Fencing
20200064	4/14/2020		Building	Pre-electrical Service consult	0.00	ESC Electric
20200060	4/8/2020	418 E. 3rd	Building	Water Heater Replacement	900.00	Don's Plumbing, Heating and Air
20200059	4/8/2020	627 W. 2nd	Building	Fence	4,000.00	
20200057	4/7/2020	636 W 3rd St	Building	Fence	2,000.00	
20200054	4/6/2020	615 N. Grant	Building	Remodel	3,000.00	
20200053	4/6/2020	557 E. 2nd	Building	Water Heater Replacement	900.00	Don's Plumbing, Heating and Air

Group Total: 20

Group: Electrical

20200089	4/28/2020	307 S. Main St.	Electrical	Meter Can Replace	1,600.00	Russell Contractors
20200066	4/16/2020	225 S. Culp	Electrical	Electrical service and working of accessory building	2,800.00	O'Ryan Electric
20200061	4/9/2020	307 E. 3rd	Electrical	Electrical Service to Garage	1,600.00	O'Ryan Electric
20200056	4/7/2020	215 N. Fossil	Electrical	New Service and Electrical	1,000.00	ESC Electric
Group Total: 4						

Group: Gas Inspection

20200072	4/20/2020	836 E. Wisconsin	Gas Inspection	Gas line air test	0.00	Budget Plumbing Heating and Air
Group Total: 1						

Group: Plumbing

20200078	4/24/2020	333 W. 16th	Plumbing	Sewer line repair	0.00	Suchy Tank Service, Inc
20200063	4/13/2020		Plumbing	Sewer Tap	0.00	Ross Mechanical, Inc
20200058	4/8/2020	436 N. Main	Plumbing	Water Tap	0.00	
Group Total: 3						

Group: Property Line Locate

20200094	4/30/2020	524 S. Fossil	Property Line Locate	Property line locate	0.00	
20200088	4/28/2020	761 E. 2nd	Property Line Locate	Property line locate	0.00	
20200087	4/28/2020	1734 N. Elm	Property Line Locate	Property line locate	0.00	
20200084	4/27/2020	1252 N. Krug	Property Line Locate	Property line locate	0.00	
20200077	4/22/2020	538 E. Oakdale Ave.	Property Line Locate	Locate property line	0.00	

20200068	4/16/2020	603 E. 7th	Property Line Locate	Property line locate	0.00	
20200062	4/13/2020	319 W. Wichita Ave.	Property Line Locate	Locate property line	0.00	
Group Total: 9						

Group: Sidewalk

20200092	4/29/2020	231 E WICHITA AVE	Sidewalk	Sidewalk replacement Program	1,784.00	G & M Construction
Group Total: 1						

Group: Structural Safety Inspection

20200090	4/29/2020	307 S. Lincoln	Structural Safety Inspection	Framing inspection	0.00	
Group Total: 1						

Total Records: 39

5/1/2020



Code Enforcement Report

04/01/2020 - 04/30/2020

Case #	Case Date	Case Address	Description	Assigned To
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Group: Dangerous structure

20200098	4/21/2020	1658 N. Maple	Dangerous structure	Roger Sells
20200068	4/7/2020	1404 N KANSAS ST	Dangerous structure	Roger Sells

Group Total: 2

Group: General Nuisance

20200099	4/22/2020	633 W 7TH ST	General Nuisance	Kim Grizzle
20200097	4/20/2020	333 W 10TH	General Nuisance	Kim Grizzle
20200095	4/17/2020	1105 N FOSSIL ST	General Nuisance	Kim Grizzle
20200094	4/16/2020	1424 N FOSSIL ST	General Nuisance	Kim Grizzle

Group Total: 4

Group: Overgrowth

20200117	4/30/2020	1750 N. Maple	Overgrowth	Kim Grizzle
20200116	4/30/2020	1435 N. Main St.	Overgrowth	Kim Grizzle
20200115	4/30/2020	719 N OBER ST	Overgrowth	Kim Grizzle
20200114	4/30/2020	720 E 3RD ST	Overgrowth	Kim Grizzle
20200113	4/30/2020	426 N OBER ST	Overgrowth	Kim Grizzle
20200112	4/30/2020	416 N OBER ST	Overgrowth	Kim Grizzle
20200111	4/29/2020	425 E 14TH	Overgrowth	Kim Grizzle
20200110	4/29/2020	847 E 7TH ST	Overgrowth	Kim Grizzle
20200109	4/28/2020	135 S FRONT ST	Overgrowth	Kim Grizzle
20200108	4/28/2020	00000 E 7TH ST	Overgrowth	Kim Grizzle
20200107	4/27/2020	66 S CULP ST	Overgrowth	Kim Grizzle
20200106	4/27/2020	623 W 7TH ST	Overgrowth	Kim Grizzle
20200105	4/27/2020	634 N LINCOLN ST	Overgrowth	Kim Grizzle
20200104	4/27/2020	1537 N LINCOLN ST	Overgrowth	Kim Grizzle

20200103	4/24/2020	125 N BROOKS ST	Overgrowth	Kim Grizzle
20200102	4/24/2020	1665 N MAIN ST	Overgrowth	Kim Grizzle
20200101	4/24/2020	1601 N ELM ST	Overgrowth	Kim Grizzle
20200100	4/24/2020	232 N GRANT ST	Overgrowth	Kim Grizzle
20200096	4/17/2020	1445 N MAIN ST	Overgrowth	Kim Grizzle
20200093	4/15/2020	750 E OAKDALE AVE	Overgrowth	Kim Grizzle
20200092	4/14/2020	547 E WICHITA AVE	Overgrowth	Kim Grizzle
20200091	4/14/2020	404 N FRANKLIN ST	Overgrowth	Kim Grizzle
20200090	4/14/2020	858 E 3RD ST	Overgrowth	Kim Grizzle
20200089	4/14/2020	1115 N ELM ST	Overgrowth	Kim Grizzle
20200088	4/13/2020	524 W 1ST ST	Overgrowth	Kim Grizzle
20200087	4/13/2020	514 W 1ST ST	Overgrowth	Kim Grizzle
20200086	4/9/2020	169 BARBARA AVE	Overgrowth	Kim Grizzle

Group Total: 27

Group: Zoning Violation

20200067	4/7/2020	427 E 5TH ST,	Zoning Violation	Roger Sells

Group Total: 1

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Total Records: 34

5/1/2020

Russell Public Library Board Meeting
Wednesday, April 15, 2020

Call to order: President Dan Krug called the meeting to order, via Zoom. Other board members present were Margaret Walter, Denise Simpson, Gay Busker, Julie Bernard, Mayor Curtis Mader and Library Director Jessica McGuire. Audrey Lofland was absent. Also present were Gail Santy and Andy Mitchener from CKLS.

The meeting focus was on the state/federal order to close the library as a result of the Coronavirus Pandemic. Gay Busker stated she appreciated all the Facebook information Jessica has been posting letting patrons know how they can use the library without using the physical space.

The board discussed continuing to pay all staff members. Curtis Mader made the motion to pay all employees through the next board meeting (April 20), with Gay Busker seconding the motion. Motion carried with Dan Krug, Margaret Walter, Denise Simpson, Julie Bernard, Curtis Mader and Gay Busker all voting yes.

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

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

Denise Simpson, Secretary

Russell Public Library Board Meeting
Monday, April 20, 2020

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

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

Communications: See agenda for full details. The Hartford is requesting a separate bid for interior work of the building. The board provided Jessica with contractors in the area. There will be a trustee training on Covid-19 via Zoom, provided to CKLS libraries and preregistration is required for board members. Jessica has started purchasing the necessary safety and cleaning supplies in anticipation for reopening. Jessica thanked Julie and Denise for their years of service.

Bills: Monthly statement included in the packet email from Jessica. Curtis Mader motioned to pay all bills as presented. Gay Busker seconded. Motion carried with Dan Krug, Margaret Walter, Denise Simpson, Julie Bernard, Curtis Mader and Gay Busker all voting yes.

Treasurer's Report: In House Income: n/a
City of Russell: \$6,346.11

Librarian's Report: See agenda for full details. Jessica attended multiple webinars over the past month. The SLP activities will be modified to the phases of reopening the library. Jessica said all CKLS libraries are still paying staff members. The number of books being put into the dropbox is slowing down and safety measures are being taken with all books.

Old Business:

New Business: Curtis Mader made a motion to continue to pay the library staff. Gay Busker seconded the motion. Motion carried with Dan Krug, Margaret Walter, Denise Simpson, Julie Bernard, Curtis Mader and Gay Busker all voting yes.

Curtis Mader made a motion to elect Jessica as the voting representative to the CKLS System Board. Julie Bernard seconded the motion. Motion carried with Dan Krug, Margaret Walter, Denise Simpson, Julie Bernard, Curtis Mader and Gay Busker all voting yes.

The 2020 budget was discussed, with Jessica going through line items we can scale back on and the 2021 budget was discussed. Assuming tax revenue will be down next year, Jessica has already made adjustments to the upcoming budget. Gay Busker

made a motion to approve the 2021 budget as presented. Margaret Walter seconded the motion. Motion carried with Dan Krug, Margaret Walter, Denise Simpson, Julie Bernard, Curtis Mader and Gay Busker all voting yes.

Jessica discussed the 5 step staggered plan for the library once she gets the go-ahead to reopen.

Curtis Mader made a motion to accept the following board members positions for the following term: Dan Krug, President; Margaret Walter, Treasurer; Gay Busker, Secretary; Vice President, to be determined after new members are on board. Margaret Walter seconded the motion. Motion carried with Dan Krug, Margaret Walter, Denise Simpson, Julie Bernard, Curtis Mader and Gay Busker all voting yes.

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

The next meeting will be held Monday, May 18, 2020 at 5:00 p.m.

Denise Simpson, Secretary