Recessed Council Meeting
Monday, April 22, 2019 –5:30 P.M.
City Hall – Council Chambers
Agenda

1. **City Clerk**
   a. **Water/Sewer Terminations**

Action-Motion to: _____
Motion _____ *Second* _____
Kennedy _____ *Magette* _____ *Renard* _____ *Scritchfield* _____ *Soukup* _____

2. **Consent Agenda**
   a. ***Minutes of the April 6, 2019 Airport Advisory Board**
   b. *

Action-Motion to: _____
Motion _____ *Second* _____
Kennedy _____ *Magette* _____ *Renard* _____ *Scritchfield* _____ *Soukup* _____

3. **Petitions & Delegations**
   a. ***Lindsey Warta, Oak Creek Chiropractic – Use of Preisker Park (3rd Annual Ninja Warrior Event)**

4. **Unfinished Business**
   a. *

Action-Motion to: _____
Motion _____ *Second* _____
Kennedy _____ *Magette* _____ *Renard* _____ *Scritchfield* _____ *Soukup* _____

   b. *

Action-Motion to: _____
Motion _____ *Second* _____
Kennedy _____ *Magette* _____ *Renard* _____ *Scritchfield* _____ *Soukup* _____

5. **New Business**
   a. ***Airport Taxiway Bid Results – Request for Approval and Submission of Grant Documentation**

Action-Motion to: _____
Motion _____ *Second* _____
Kennedy _____ *Magette* _____ *Renard* _____ *Scritchfield* _____ *Soukup* _____

   b. ***Ellsworth Township Avenue JJ Roadway / Drainage Interlocal Agreement Request (Contingency Addition)**

Action-Motion to: ***Receive and File – Approval made on April 8th with contingency language added.***
Motion _____ *Second* _____
Kennedy _____ *Magette* _____ *Renard* _____ *Scritchfield* _____ *Soukup* _____

***Denotes items for your review**
Next Ordinance #3095
Next Charter Ordinance #25

Recessed Council Meeting
Monday, April 22, 2019 –5:30 P.M.
City Hall – Council Chambers
Agenda

c. *

Action-Motion to: _____
Motion _____ *Second* _____
Kennedy _____ *Magette* _____ *Renard* _____ *Scritchfield* _____ *Soukup* _____

d. *

Action-Motion to: _____
Motion _____ *Second* _____
Kennedy _____ *Magette* _____ *Renard* _____ *Scritchfield* _____ *Soukup* _____

e. *

Action-Motion to: _____
Motion _____ *Second* _____
Kennedy _____ *Magette* _____ *Renard* _____ *Scritchfield* _____ *Soukup* _____

f. *

Action-Motion to: _____
Motion _____ *Second* _____
Kennedy _____ *Magette* _____ *Renard* _____ *Scritchfield* _____ *Soukup* _____

g. *

Action-Motion to: _____
Motion _____ *Second* _____
Kennedy _____ *Magette* _____ *Renard* _____ *Scritchfield* _____ *Soukup* _____

6. **Mayor**
7. **Department Heads**
8. **City Council**
9. **City Attorney**

10. **City Administrator**
    a. **CCLIP Application – K140/K156 – Site Review – May 6th 1:30**
    b. **Joiner Construction Groundbreaking Moderate Income Housing Project, April 22nd at 11:30 (O'Donnell/Prairie Lane)**
    c. **Ellsworth Housing Authority Monthly Meeting April 23rd**
    d. **Town Hall Meeting at ECMC Administration Building 11:30-1:00**
    e. **NCRPC Monthly Meeting April 25th**
    f. **Other Items of Interest**

***Denotes items for your review**
Next Ordinance #3095
Next Charter Ordinance #25

Recessed Council Meeting
Monday, April 22, 2019 –5:30 P.M.
City Hall – Council Chambers
Agenda

11. **FYI**
    a. *
    b. *
    c. **Department Updates

12. **Executive Sessions**
    i.

Action-Motion to: _____
Motion _____ *Second* _____
Kennedy _____ *Magette* _____ *Renard* _____ *Scritchfield* _____ *Soukup* _____

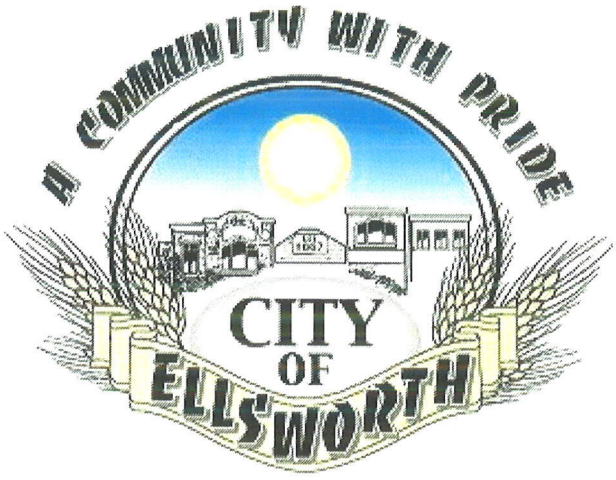
b.

Action-Motion to: _____
Motion _____ *Second* _____
Kennedy _____ *Magette* _____ *Renard* _____ *Scritchfield* _____ *Soukup* _____

c.

Action-Motion to: _____
Motion _____ *Second* _____
Kennedy _____ *Magette* _____ *Renard* _____ *Scritchfield* _____ *Soukup* _____

***Denotes items for your review**
Next Ordinance #3095
Next Charter Ordinance #25



Consent Agenda

ELLSWORTH AIRPORT ADVISORY BOARD
4/6/2019

The Ellsworth Airport Advisory Board held its' regular monthly meeting Saturday, April 6, 2019 at the Municipal Airport. Present were members: Larry Adamek, Barry Koetkemeyer, Mark Klein, Kerry Woods and Dale Weinhold. The minutes of the previous meeting were reviewed.

Old Business:

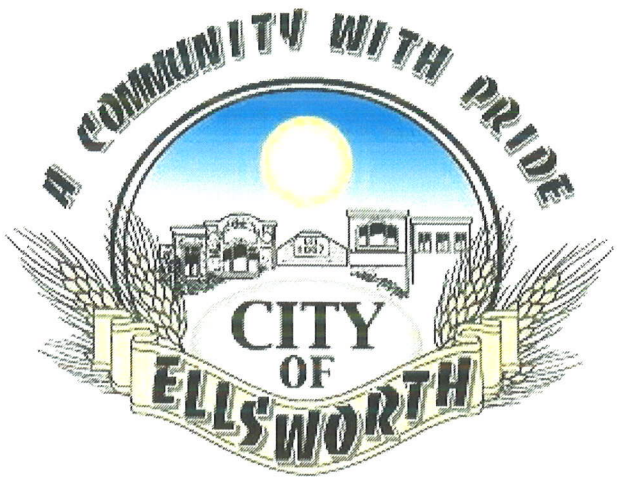
- Administrator Moore told Weinhold he was checking into the signs for the fuel barrel. Weinhold told Moore that maybe the best place to purchase them was from the company we purchased the tank from. Moore was going to research and find out who that was.
- Weinhold reported that there was still a runway light broke near where runway 12/30 crosses 17/35 members will get it repaired.
- Woods suggested we remind the City that the drainage ditch needs to be lined with rock. It is cutting down pretty bad.
- Members went over the proposed timeline for the taxiway project. Weinhold also reminded members of the bid opening on April 15th in the Council Chambers.

New Business:

- 1,000 gallon of Aviation fuel was purchased from Robinson Oil of Abilene for $3.20 per gallon. It was a good price but only 1,000 gallon was available. As long as it lasts pump price is $3.75.
- Sales for the month of March was 230 gallon. Sales are down for the first 3 months due to the weather.
- Weinhold reported that Moore had forwarded a Fly Kansas invitation to our airport to apply to be a stop for the fly Kansas Tour. However, Weinhold recommended that we not participate this year as it is right in the middle of the National Aerobatic Championship to be held it Salina, and our EAA club has volunteered to help with that so there probably would not be enough volunteers to be able to help with this event.
- Woods reported that some spraying has been done, he also reminded everyone to watch for goat heads, (sand burs) when mowing, better to dig them than mow them and spread the seeds.
- Adamek said he would check out the mower and make sure it was ready for mowing which will start soon.

Being no other business, the meeting adjourned at 7:45

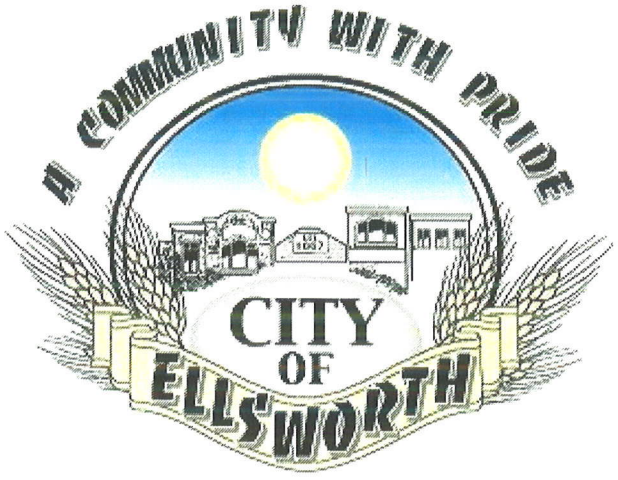
Dale Weinhold, Advisory Board Chairman



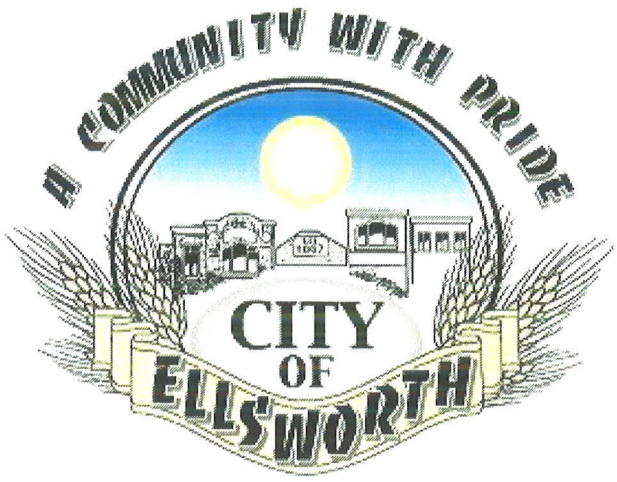
Petitions

&

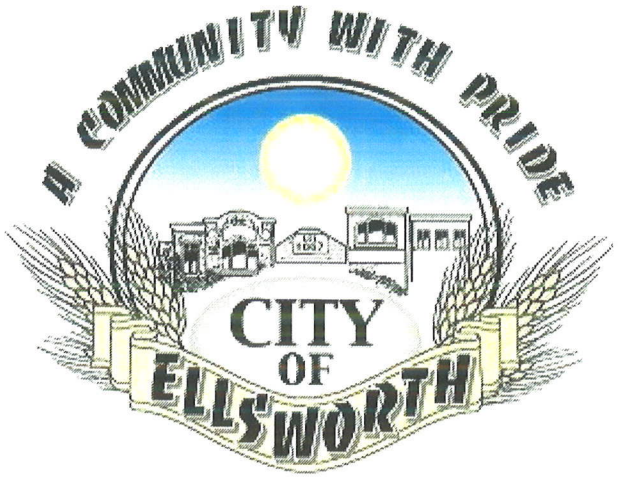
Delegations



Unfinished Business



New Business



ITEM - A

THE CITY OF ELLSWORTH

A Community With Pride

CITY ADMINISTRATOR'S OFFICE	MEMO

To: Honorable Mayor and City Council
From: Scott Moore, City Administrator
Subject: Airport Taxiway Bid Opening Results Grant Application Documentation
Date: April 16, 2019

Background

The City Council is being requested to review the bid tabulation for the Airport Roadway Entrance Project. The bid opening took place on April 15th at 1:00 p.m. in the Council Chambers.

Issues/Discussion

Following is the list of contractors that submitted a bid for the Airport Taxiway Improvement Project:

Contractor	Bid
• APAC	$258,321
• Bryant & Bryant	$263,995
• Contractors Plumbing Services, LLC	$263,163
• Smoky Hill, LLC	$287,142
• Vogts Parga Construction, LLC	$257,859
Engineer's Estimate	**$213,685**

Financial Impact

Benesch Engineering Base Bid Cost Estimate was $257,530. If the City Council approves the bid from Vogts Parga Construction, LLC, the city will be responsible for $25,753 or 10% of the total cost and the remaining balance $231,777 will be covered by the FAA. Funds were allocated in the 2019 Budget to cover the city's share of the project.

Prepared by: Scott Moore, City Administrator

NOTE: This memorandum and related documents are intended to provide Council with the most current information available to Staff as of the above date. Information is subject to be updated as more current data becomes available. Any additional or subsequent changes will be made in an attempt to provide the City Council with all relevant information for your decision making process.

Staff Recommendation

Staff is recommending the City Council accept the bid from Vogt Parga Construction, LLC in an amount not to exceed $257,859, contingent upon FAA approval, as presented by Benesch Engineering authorize the Administrator to sign and submit Grant Application Documentation.

Prepared by: Scott Moore, City Administrator

NOTE: This memorandum and related documents are intended to provide Council with the most current information available to Staff as of the above date. Information is subject to be updated as more current data becomes available. Any additional or subsequent changes will be made in an attempt to provide the City Council with all relevant information for your decision making process.

benesch
engineers · scientists · planners

Ellsworth Municipal Airport (Ellsworth, KS)
Bid Tabulations: Taxiway Reconstruction
3-20-0117-012

				Engineer's Opinion of Probable Cost		APAC-Kansas, Inc. Shears Division		Bryant and Bryant Const., Inc.		Contractors Plumbing Services, LLC		Smoky Hill, LLC		Vogts Parga Const., LLC	
Item	**Description**	**Quantity**	**Units**	**Unit Price**	**Total**	**Unit Price**	**Total**	**Unit Price**	**Total**		**Total**	**Unit Price**	**Total**	**Unit Price**	**Total**
1	Site Preparation And Mobilization	1	LS	$50,000.00	$50,000.00	$42,520.00	$42,520.00	$60,000.00	$60,000.00	$23,300.00	$23,300.00	$102,240.00	$102,240.00	$77,500.00	$77,500.00
2	Airport Safety Measures	1	LS	$10,000.00	$10,000.00	$27,520.00	$27,520.00	$7,700.00	$7,700.00	$8,000.00	$8,000.00	$7,500.00	$7,500.00	$7,395.00	$7,395.00
3	Remove Stake Mounted Light	4	EA	$100.00	$400.00	$50.00	$200.00	$1,500.00	$6,000.00	$450.00	$1,800.00	$540.00	$2,160.00	$1,045.00	$4,180.00
4	Pavement Removal	1,364	SY	$10.00	$13,640.00	$20.50	$27,962.00	$5.00	$6,820.00	$9.00	$12,276.00	$8.65	$11,798.60	$10.75	$14,663.00
5	Unclassified Excavation	218	CY	$20.00	$4,360.00	$26.00	$5,668.00	$40.00	$8,720.00	$40.00	$8,720.00	$47.15	$10,278.70	$7.75	$1,689.50
6	Temporary Seeding	0.5	AC	$2,000.00	$1,000.00	$200.00	$100.00	$210.00	$105.00	$4,356.00	$2,178.00	$250.00	$125.00	$239.05	$119.53
7	Installation and Removal of Straw Wattle	100	LF	$10.00	$1,000.00	$8.00	$800.00	$8.50	$850.00	$100.00	$10,000.00	$8.75	$875.00	$9.55	$955.00
8	Crusshed Aggregate Base Course (4")	1,633	SY	$15.00	$24,495.00	$14.55	$23,760.15	$22.50	$36,742.50	$10.91	$17,816.03	$17.50	$28,577.50	$7.78	$12,704.74
9	Portland Cement Concrete Pavement (6")	1,428	SY	$65.00	$92,820.00	$74.35	$106,171.80	$73.00	$104,244.00	$108.00	$154,224.00	$69.00	$98,532.00	$78.90	$112,669.20
10	Runway And Taxiway Marking (Yellow)	326	SF	$2.50	$815.00	$4.37	$1,424.62	$4.60	$1,499.60	$3.00	$978.00	$4.70	$1,532.20	$5.25	$1,711.50
11	Runway And Taxiway Marking (Black	633	SF	$2.50	$1,582.50	$4.37	$2,766.21	$4.60	$2,911.80	$3.00	$1,899.00	$4.70	$2,975.10	$5.25	$3,323.25
12	Reflective Media	36	LBS	$2.00	$72.00	$8.00	$288.00	$8.50	$306.00	$6.00	$216.00	$8.55	$307.80	$9.55	$343.80
13	Drainage Trench Complete	340	LF	$20.00	$6,800.00	$31.50	$10,710.00	$56.00	$19,040.00	$30.00	$10,200.00	$33.50	$11,390.00	$31.05	$10,557.00
14	Seeding	0.5	AC	$4,000.00	$2,000.00	$6,000.00	$3,000.00	$6,500.00	$3,250.00	$4,356.00	$2,178.00	$6,420.00	$3,210.00	$7,150.00	$3,575.00
15	Mulching	0.5	AC	$4,000.00	$2,000.00	$6,000.00	$3,000.00	$6,500.00	$3,250.00	$4,356.00	$2,178.00	$6,420.00	$3,210.00	$7,150.00	$3,575.00
16	L-853 Taxiway Edge Reflector	18	EA	$150.00	$2,700.00	$135.00	$2,430.00	$142.00	$2,556.00	$400.00	$7,200.00	$135.00	$2,430.00	$161.00	$2,898.00
Base Bid Total					**$213,684.50**		**$258,320.78**		**$263,994.90**		**$263,163.03**		**$287,141.90**		**$257,859.52**

benesch
engineers · scientists · planners

Alfred Benesch & Company
3226 Kimball Avenue
Manhattan, KS 66503-2157
www.benesch.com
P 785-539-2202
F 785-539-2393

April 16, 2019

Mr. Scott Moore
City Administrator
12 W. 1st St.
Ellsworth, KS 67439

RE: Recommendation of Contractor for the Ellsworth Municipal Airport – Taxiway Reconstruction
FAA AIP #: 3-20-0117-012

Mr. Moore:
It has been a pleasure to work with you on this improvement at your airport. We have worked diligently to advance the schedule of this project targeting completion of construction by summer/fall of 2019.

As you know, we received five bids from interested contractors at the April 15th bid letting. At the bid opening, the as-read low bidder was Contractors Plumbing Services, LLC out of St. Joe, MO with a bid of $254,367.00. However, upon examination of their bid sheet the unit price and the extension price for line item #7 was incorrect and required adjusting. Following the adjustment, Contractors Plumbing Services bid was $263,163.03.

The five bids and the engineer's opinion of probable cost are summarized below. For convenience, the total local match is also shown, which represents 10% of the total bid.

Contractor	Base Bid	Local Match
APAC-Kansas, Inc. Shears Division	$258,320.78	$25,832.08
Bryant and Bryant Const., Inc.	$263,994.90	$26,399.49
Contractors Plumbing Services, LLC	$263,163.03	$26,316.30
Smoky Hill, LLC	$287,141.90	$28,714.19
Vogts Parga Const., LLC	$257,529.52	$25,752.95
Engineer's Opinion of Probable Cost:	$213,684.50	$21,368.45

Benesch has taken the opportunity to review all five bids. The apparent low bid was submitted by Vogts Parga Const., LLC of Newton, KS. In reviewing the bid package, having discussions with Vogts Parga, and in the quality of their previous work we believe their bid is responsible and responsive.

As noted above, the bid prices were above the engineer's opinion of probable cost. The current bid climate has become extremely competitive, and we are seeing that pretty much across the board bids are coming in 15% to 20% above original estimates. In this case the low bidder was 20.6% above the engineer's opinion of probable cost. In addition, the competitiveness of the bids (with four of them only separated by $6,150.00) suggests the quality and fair market value of the bids.

Based upon Vogts Parga Const., LLC. previous work experience and reputation, I am recommending that the City of Ellsworth award a contract for the taxiway reconstruction at the Ellsworth Municipal Airport to Vogts Parga Const., LLC subject to the approval of FAA. If you have questions or need additional assistance from Benesch please do not hesitate to contact us.

Sincerely,
Alfred Benesch and Company

Bradley J. Waller

Brad J. Waller, P.E., Vice President

OMB Number: 4040-0004
Expiration Date: 12/31/2019

Application for Federal Assistance SF-424

* 1. Type of Submission:
- [ ] Preapplication
- [x] Application
- [ ] Changed/Corrected Application

* 2. Type of Application:
- [x] New
- [ ] Continuation
- [ ] Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received:

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier: 3-20-0117-012

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name: City of Ellsworth, Kansas

* b. Employer/Taxpayer Identification Number (EIN/TIN): 48-6018554

* c. Organizational DUNS:

d. Address:

* Street1: 121 W. First St.

Street2:

* City: Ellsworth

County/Parish: Ellsworth

* State: KS: Kansas

Province:

* Country: USA: UNITED STATES

* Zip / Postal Code: 67439

e. Organizational Unit:

Department Name: City of Ellsworth

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

* First Name: Scott

Middle Name:

* Last Name: Moore

Suffix:

Title: City Administrator

Organizational Affiliation:

* Telephone Number: 785.472.5566

Fax Number:

* Email: smoore@ellsworthks.net

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:

Airport Improvement Program

*** 12. Funding Opportunity Number:**

N/A

* Title:

N/A

13. Competition Identification Number:

N/A

Title:

N/A

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

Add Attachment | Delete Attachment | View Attachment

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

Taxiway Reconstruction

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: Ks 1st
* b. Program/Project: KS 1st

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

Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date: 08/01/2019
* b. End Date: 12/31/2019

18. Estimated Funding ($):

* a. Federal	335,711.00
* b. Applicant	37,302.00
* c. State	0.00
* d. Local	0.00
* e. Other	0.00
* f. Program Income	0.00
* g. TOTAL	373,013.00

*** 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

Add Attachment | Delete Attachment | View Attachment

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: Scott

Middle Name:

* Last Name: Moore

Suffix:

* Title: City Administrator

* Telephone Number: 785.472.5566 | Fax Number:

* Email: smoore@ellsworthks.net

* Signature of Authorized Representative: | * Date Signed:

City of Ellsworth

"A Community With Pride"

121 W. 1st Street • PO Box 163
Ellsworth, KS • 67439
t. 785.472.5566 • f. 785.472.4145

Mayor
Alan M. Stefek

President of the Council
Mark Kennedy

Councilmember
Steve Magette

Councilmember
Mary Soukup

Councilmember
Tyler Renard

Councilmember
Wayne Scritchfield

City Administrator
Scott Moore

City Clerk
Patti L. Booher CMC

April 16, 2019

Federal Aviation Administration
Attention: Todd Rastorfer, PE, State Airport Engineer – Kansas
901 Locust Street, ACE-621F, Room 364
Kansas City, MO 64106

REFERENCE: Record of Negotiations
Taxiway Reconstruction – Construction Phase Services
Ellsworth Municipal Airport
FAA AIP #: 3-20-0117-012

Mr. Rastorfer,

It is my pleasure to submit to you the record of negotiations for the above referenced project completed according to the sample provided in AC 150/5100-14E Appendix F.

1. The consulting firm of Alfred Benesch & Co. was selected from those consultants who submitted their qualifications.

2. The consultant submitted a fee proposal for the work on March 28, 2019 for the Construction phase services in the amount of $49,844.30.

3. The fee proposal is considered reasonable by the sponsor. A contract has been prepared for the agreement between the sponsor and consultant and was approved by the Ellsworth City Council on April 8, 2019 contingent upon FAA concurrence of award. The scope of work, authorized contract pending FAA concurrence of award, consultant's fee proposal and detailed cost analysis are attached to this record of negotiation and hereby submitted for a reasonableness of cost determination.

4. The negotiations were conducted in good faith to ensure the fees are fair and reasonable. The procedures outlined in AC 150/5100-14D have been followed.

Sincerely,

Scott Moore, City Administrator
Ellsworth, KS

CC: Patti L. Booher, City Clerk
File

City of Ellsworth

"A Community With Pride"

121 W. 1st Street • PO Box 163
Ellsworth, KS • 67439
t. 785.472.5566 • f. 785.472.4145

April 16, 2019

Federal Aviation Administration
Attention: Todd Rastorfer, PE, State Airport Engineer – Kansas
901 Locust Street, ACE-621F, Room 364
Kansas City, MO 64106

Mayor
Alan M. Stefek

President of the Council
Mark Kennedy

Councilmember
Steve Magette

Councilmember
Mary Soukup

Councilmember
Tyler Renard

Councilmember
Wayne Scritchfield

City Administrator
Scott Moore

City Clerk
Patti L. Booher CMC

RE: Recommendation of Contractor for
Ellsworth Municipal Airport
FAA AIP #: 3-20-0117-012
Sponsor Concurrence in Award of Contract

Mr. Rastorfer

The City of Ellsworth bid the above reference project on April 15, 2019. Our Engineer, Alfred Benesch and Co. tabulated the bids, and submitted the bid packages and bid tabulations to us for review. We have thoroughly evaluated the bid by Vogt-Parga, the apparent low bidder, and have determined the bidder to be responsive and responsible. Based on the recommendations of Benesch, we have determined the price to be fair and reasonable.

The recommendation of award presented by Benesch and the bid tabulations are attached to this letter. In addition, copies of the bid information presented by Vogt Parga is attached to this letter, and includes: completed DBE letter of Intent, DBE Utilization Form, written affirmation by the DBE subcontractor attesting to their participation, a copy of the DBE's current certification, and the bidders Buy American Certification.

Based on this information, the Ellsworth City Council concurred with the recommendation of award contingent upon FAA grant funding.

Attached to this letter you will find included:

SF-424 Application for Federal Assistance
Form 5100-100
Up-to-date Exhibit A Property Map
Sponsor Certification of Equipment/Construction Contracts
Sponsor Certification of Drug-Free Workplace
Benesch Recommendation of Award
Bid Tabulations
Vogts Parga Bid Packet

Please let me know if you have any questions or additional information that needs to be submitted, and I will promptly work to ensure you receive it.

Sincerely,

Scott Moore, City Administrator
Ellsworth, KS

CC: Patti L. Booher, City Clerk
File

Drug-Free Workplace
Airport Improvement Program Sponsor Certification

Sponsor: City of Ellsworth, Kansas

Airport: Ellsworth Municipal Airport (9K7)

Project Number: 3-20-0117-012

Description of Work: Taxiway Reconstruction

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: Ellsworth City Hall
Address: 121 W. 1st Street - Ellsworth, KS 67439

Location 2 (if applicable)
Name of Location:
Address:

Location 3 (if applicable)
Name of Location:
Address:

Attach documentation clarifying any above item marked with a "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 , .

Name of Sponsor: City of Ellsworth, Official

Name of Sponsor's Authorized Official: Scott Moore

Title of Sponsor's Authorized Official: City Administrator

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.

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

Sponsor: City of Ellsworth, Kansas

Airport: Ellsworth Municipal Airport (9K7)

Project Number: 3-20-0117-012

Description of Work: Taxiway Reconstruction

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

2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

   ☒ Yes ☐ No

3. The sponsor or sub-recipient certifies that is has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

   ☐ Yes ☐ No

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 have the explanation for any item marked "no" is correct and complete.

Executed on this day of , .

Name of Sponsor: City of Ellsworth, Kansas

Name of Sponsor's Authorized Official: Scott Moore

Title of Sponsor's Authorized Official: City Administrator

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.

Selection of Consultants
Airport Improvement Program Sponsor Certification

Sponsor: City of Ellsworth, Kansas

Airport: Ellsworth Municipal Airport (9K7)

Project Number: 3-20-0117-012

Description of Work: Taxiway Reconstruction

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 contact 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 , .

Name of Sponsor: City of Ellsworth, Kansas

Name of Sponsor's Authorized Official: Scott Moore

Title of Sponsor's Authorized Official: City Administrator

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.

Project Plans and Specifications
Airport Improvement Program Sponsor Certification

Sponsor: City of Ellsworth, Kansas

Airport: Ellsworth Municipal Airport (9K7)

Project Number: 3-20-0117-012

Description of Work: Taxiway Reconstruction

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

b. Snow Removal Equipment as contained in AC 150/5220-20.

☐ Yes ☐ No ☒ N/A

c. Aircraft Rescue and Fire Fighting (ARFF) vehicles as contained in AC 150/5220-10.

☐ Yes ☐ No ☒ N/A

13. For construction activities within or near aircraft operational areas(AOA):

a. The Sponsor has or will prepare a construction safety and phasing plan (CSPP) conforming to Advisory Circular 150/5370-2.

b. Compliance with CSPP safety provisions has been or will be incorporated into the plans and specifications as a contractor requirement.

c. Sponsor will not initiate work until receiving FAA's concurrence with the CSPP (FAA Order 5100.38, Par. 5-29).

☒ Yes ☐ No ☐ N/A

14. The project was or will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design (49 USC §47110(b)(1) and FAA Order 5100.38d, par. 3-100).

☒ 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 , .

Name of Sponsor: City of Ellsworth, Kansas

Name of Sponsor's Authorized Official: Scott Moore

Title of Sponsor's Authorized Official: City Administrator

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.

Equipment and Construction Contracts
Airport Improvement Sponsor Certification

Sponsor: City of Ellsworth, Kansas

Airport: Ellsworth Municipal Airport (9K7)

Project Number: 3-20-0117-012

Description of Work: Taxiway Reconstruction

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 of 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 , .

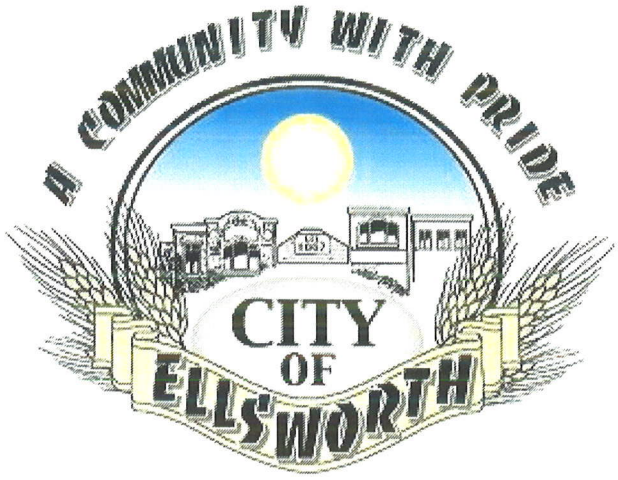
Name of Sponsor: City of Ellsworth, Kansas

Name of Sponsor's Authorized Official: Scott Moore

Title of Sponsor's Authorized Official: City Administrator

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.



ITEM - B

THE CITY OF ELLSWORTH

A Community With Pride

CITY ADMINISTRATOR'S OFFICE	MEMO

To: Honorable Mayor and City Council
From: Scott Moore, City Administrator
Subject: Ellsworth Township Avenue JJ Roadway and Drainage Interlocal Agreement Request
Date: April 15, 2019

Background

The City Council is being receive the interlocal agreement with Ellsworth Township Trustee for future maintenance and upkeep of a section of Avenue JJ and the drainage ditches. On April 8th, the City Council approved this agreement and recommended contingency language be added to the agreement to address the non – participating cost for improving a portion of Avenue JJ and the drainage ditches.

Issues/Discussion

In the near future, the City Council will be presented with the financial options to fund the non-participating cost share of the project prepared by Piper Jaffray, city's Bond Advisor. Kevin Cowan, Bond Advisor with Gilmore Bell will be consulted to provide his legal guidance on establishing a project fund account to pay for the non-participating project cost.

Our project met KDOT's 95% threshold of all phases up to $1.0 million. The following is a projected breakdown of the non-participating estimated cost for the proposed roadway and ditch improvements:

• Construction	• $ 75,026.00
• Drainage Improvements	• $ 2,000.00
• Contingency	• $ 3,751.30
Total Estimated Cost	• **$80,777.00**

Prepared by: Scott Moore, City Administrator
NOTE: This memorandum and related documents are intended to provide Council with the most current information available to Staff as of the above date. Information is subject to be updated as more current data becomes available. Any additional or subsequent changes will be made in an attempt to provide the City Council with all relevant information for your decision making process.

Financial Impact

There is no immediate financial impact to the city in reviewing this interlocal agreement at this time.

Staff Recommendation

Staff is recommending no further action from the City Council on this the Interlocal Cooperation Agreement with the Ellsworth Township Trustees.

Prepared by: Scott Moore, City Administrator

NOTE: This memorandum and related documents are intended to provide Council with the most current information available to Staff as of the above date. Information is subject to be updated as more current data becomes available. Any additional or subsequent changes will be made in an attempt to provide the City Council with all relevant information for your decision making process.

INTERLOCAL COOPERATION AGREEMENT
Or
MEMORANDUM OF UNDERSTANDING

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF ELLSWORTH, KANSAS AND ELLSWORTH TOWNSHIP, ELLSWORTH COUNTY, KANSAS, ESTABLISHING A MAINTENANCE AGREEMENT FOR A PORTION OF AVENUE JJ NEAR K-156 AND EVANS STREET INTERSECTION PURSUANT TO K.S.A. 12-2901 et seq.

THIS AGREEMENT is made and entered into this _____day of _____, 2019, by and between the City of Ellsworth, Kansas (hereinafter referred to as the "City") and Ellsworth Township, Ellsworth County, Kansas, (hereinafter referred to as the "Township).

I.
RECITALS

Whereas, the City and the Township have a long history of cooperation in providing road way access to Ellsworth residents and businesses to those unincorporated areas adjacent to the city's corporate boundary limits; and

Whereas, the City and the Township have worked with the USDA Natural Resource Conservation Service Field Office to address soil erosion along Avenue JJ within the city's corporate boundary limits: and

Whereas, the Township has recognized the city's increased surface development and stormwater runoff has increased the level of soil erosion along the north and south sides of Avenue JJ as shown on Exhibit A (the "Site"). Such repair construction work could be incorporated with the **K-156 City Connecting Link Improvement Program Project, KDOT Project Number 27 KA-4763-01**; and

Whereas, the City and the Township seek to work together to ensure the existing drainage and soil erosion issues are properly addressed with the **K-156 City Connecting Link Improvement Program Project, KDOT Project Number 27 KA-4763-01;** and

Whereas, the Interlocal Cooperation Act at K.S.A. 12-2901 et seq. authorizes the parties hereto to contract for certain joint cooperative purposes; and

Whereas, the parties desire to enter into a cooperation agreement concerning taking the appropriate steps and actions to address current and future drainage and soil erosion issues, and the use and shared maintenance thereof upon completion of road surface construction and installation of the recommended aggregate ditch lining material to inhibit further erosion issues; and

Whereas, the City shall not have any maintenance or financial responsibility for the Township's portion of Avenue JJ outside the proposed improved areas located within the Township right-of-way near the city's corporate boundary limits. This interlocal agreement is contingent upon the City of Ellsworth accepting a bid for the K-156 City Connecting Link Improvement Program Project, KDOT Project Number 27 KA-4763-01, on or before December 31, 2019. If the City of Ellsworth declines to accept any such bid, this entire agreement is null and void;

II.
AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, the parties agree as follows:

Section 1. Recitals.
The recitals are hereby incorporated by reference as if fully set forth herein.

Section 2. Purpose.
The purpose of this Agreement is to provide City and Township responsibilities for the construction, reconstruction, financing, and maintenance of a portion of Avenue JJ, all as set forth further in this agreement.

Section 3. City Financial Participation.
The City will consider utilizing_____ for the roadway and drainage ditch construction on portions of Avenue JJ not to exceed $_____, subject however to change orders jointly approved by the City and the Township, with the City being responsible for the construction management of the project with assistance from the Township; provided that such construction, and installation of aggregate ditch lining material conform to plans and specifications reasonably approved in advance and in writing by the Township and City. The City shall utilize funding source _____ for the full amount of the construction cost (i.e. $_____, subject to jointly approved change orders) upon the acceptance of the completed project, and following a period of ten (10) business days for the City Council to review all invoices related to the Project. The City shall pay such invoices within thirty (30) days of receipt thereof.

Section 4. City and Township Responsibilities for Maintenance of Avenue JJ.
The City shall perform regular maintenance of the paved portion of Avenue JJ and monitor drainage and soil erosion issues after significant rain events. Such will include but not be limited to removing debris from runoff and noxious weed control when necessary. The Township shall be responsible for all costs associated with major maintenance of the road way and ditches beyond the designated area. The City shall have no maintenance or financial responsibility for Avenue JJ beyond the designated agreed upon area.

Section 5. Limitation on Transfer of Avenue JJ Maintenance Responsibility.
The Township may not transfer ownership of the Site as shown on Exhibit A, without the City Council agreeing to annex a portion or the entire Deer Brook development into the city corporate boundary limits.

Section 6. Mutual Indemnification.

A. The City shall at all times save and hold harmless the Township from all liability, costs, damages, and expenses of any kind, including reasonable attorney's fees, for which the Township may become liable to any person(s) or entities by reason of any claim or damages to the extent caused by acts or omissions of the City, its employees, patrons, agents, invitees, or

servants relating to the rehabilitation of the designated section of the road surface of Avenue JJ and drainage ditches, and relating to the City's obligations under this Agreement.

B. The Township shall at all times save and hold harmless the City from all liability, costs, damages, and expenses of any kind, including reasonable attorneys fees, for which the City may become liable to any person(s) or entities by reason of any claim or damages to the extent caused by acts or omissions of the Township, its board of directors, patrons, agents, invitees, or servants relating to the maintenance and upkeep of Avenue JJ and relating to the Township's obligations under this Agreement.

Section 7. Termination.
By a majority vote of both governing bodies, the City and the Township may terminate this Agreement by jointly executing an Agreement of termination. This Agreement may not be unilaterally terminated by a single party without the written permission of the other party. In the event of any termination of this Agreement the Site together with all improvements will remain the sole property of the Township or its successors or assigns.

Section 8. Approval and Authorization.
Each of the parties warrants and represents by the execution of this Agreement that it has been approved by its governing body and by its legal counsel as to form and legality, that the execution, delivery and performance of this Agreement by such party has been authorized by resolution duly adopted by its governing body, and that this Agreement constitutes a legal, valid and binding obligation of such party enforceable in accordance with its terms.

Section 9. Duration.
The duration of this Agreement shall be perpetual, unless terminated as herein provided.

Section 10. Survival of Representation and Warranties.
All representations, warranties, covenants and agreements contained herein shall survive the termination of this Agreement.

Section 11. Assignment and Binding Effect.
Neither party may assign this Agreement without the prior written consent of the other, which consent will not be unreasonably withheld or delayed. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permissible assigns.

Section 12. Applicable Law.
This Agreement shall be governed and interpreted in accordance with the laws of the State of Kansas.

Section 13. Prior Agreements.
This Agreement constitutes the entire understanding and agreement between the parties hereto with respect to the subject matter contained herein and supersedes all prior agreements, negotiations, and discussions concerning any matter contained herein.

Section 14. Resolution of Disputes.
The parties shall in good faith attempt to resolve any controversy, dispute, or disagreement arising out of or relating to this Agreement, or the breach thereof, by negotiation. If any such controversy,

dispute, or disagreement is not resolved within thirty (30) days, then the controversy, dispute, or disagreement will be submitted to mediation, but if the controversy, dispute, or disagreement cannot be settled through mediation within an additional forty-five (45) days, the controversy, dispute, or disagreement will be settled in the manner directed by the Kansas Attorney General, which may include a directive to arbitrate the dispute, or to terminate this Agreement.

Section 15. Approval of the Kansas Attorney General.
This Agreement shall be subject to the approval of the Kansas Attorney General as required by K.S.A. 17-2904(g). The parties will cooperate in obtaining expeditious approval by the Attorney General.

Section 16. Effective Date.
The Effective Date of this Agreement will be the date it is approved by the Kansas Attorney General.

ON BEHALF OF ELLSWORTH TOWNSHIP, ELLSWORTH COUNTY, KANSAS

_____
Chairman, Ellsworth Township

This Agreement is approved as authorized by the Ellsworth Township, Ellsworth County, Kansas on the _____day of _____, 2019

STATE OF KANSAS)
ELLSWORTH COUNTY)

BE IT REMEMBERED, that on this _____ day of _____, 2019, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came _____, Chairman, Ellsworth Township, Ellsworth County, Kansas, who is personally known to me to be the same person who executed the above Interlocal Agreement, and such person duly acknowledged the execution of the same to be their free and voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last mentioned.

_____
Notary Public:
My appointment expires:

ON BEHALF OF THE CITY OF ELLSWORTH, KANSAS

_____
Alan M. Stefek, Mayor

This Agreement is approved as authorized by the governing body of the City of Ellsworth, Kansas this ____ day of _____, 2019.

STATE OF KANSAS)
ELLSWORTH COUNTY)

BE IT REMEMBERED, that on this _____ day of _____, 2019, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Alan M. Stefek, Mayor, City of Ellsworth, Kansas, who is personally known to me to be the same person who executed the above Interlocal Agreement, and such person duly acknowledged the execution of the same to be their free and voluntary act and deed.

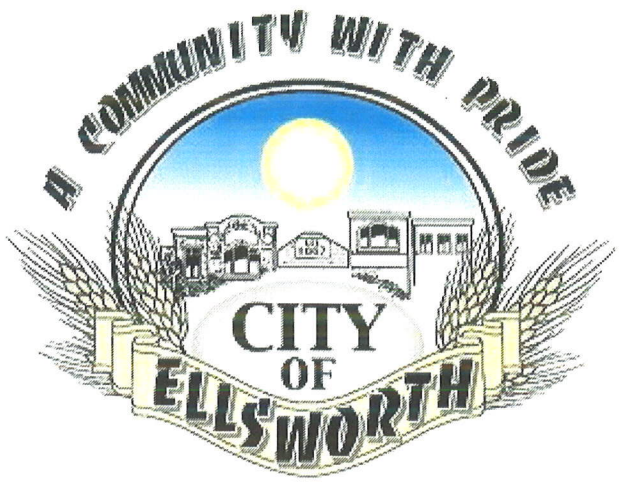
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last mentioned.

Notary Public:
My appointment expires:

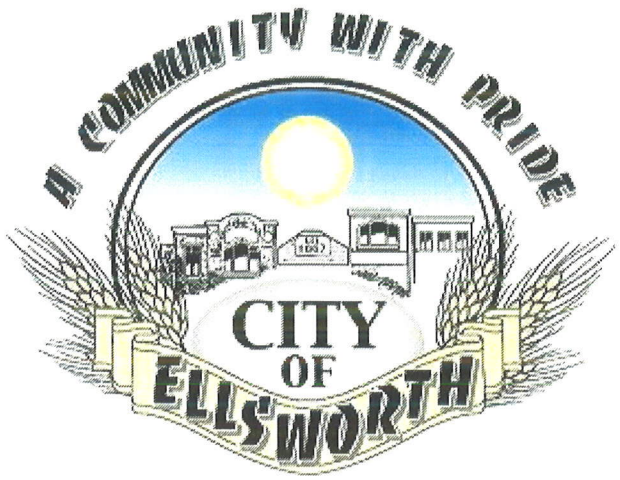
APPROVAL OF THE ATTORNEY GENERAL OF THE STATE OF KANSAS

The above and foregoing Interlocal Cooperation Agreement is hereby approved this _____ day of _____, 2019.

Office of Attorney
By:



City Administrator Updates



For Your Info (FYI) Items: