

AGENDA
REGULAR MEETING
April 26, 2021
7:00 p.m.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

1. APPROVAL OF MINUTES - Regular Meeting: April 12, 2021 Pages 02-06

2. PUBLIC COMMENTS

Comments in this portion of the meeting will be held to a maximum of five (5) minutes. Scheduled requests shall be allotted fifteen (15) minutes. Requests to address the council or to be on the agenda must be given to the city clerk no later than noon (12:00) on the Wednesday preceding a scheduled council meeting (council meetings are scheduled for the second and fourth Monday of every month). Prior to making comments, please state the following: First & Last Name, Your Address and Ward.

- 1. Masks – Tyson Anderson Pages 07-08
- 2. Masks – Ryan Hempfling Pages 09-11

3. BUSINESS AND DISCUSSION ITEMS

- 3. Blocking Railroad Crossings – Ty Drago Pages 12-17
- 4. Hiring C & T Director & Resume - Mandy Cook Pages 18-21
- 5. Stadium Update – Deb Blumer Pages 22-36
- 6. Mosquito Squad - \$7,950.00 Pages 37-48
- 7. Swimsuit Policy & Morning Swim – Crystal Leis Pages 49-51
- 8. Mask Mandate Pages 52-55
- 9. Chicken Ordinance #1898 Pages 56-57
- 10. Container Ordinance Pages 58-66

4. NOTICES AND HEARINGS

- 1. Condemnation - 1205 Carolina Pages 67-79

5. CONSENT AGENDA

- 1. Convention & Tourism Request Page 80
- 2. Surplus Property – Firearms Pages 81-84

6. PRESENTATION OF APPROPRIATIONS ORDINANCE NO. 3746

Pages 85-90

7. STAFF REPORTS

- 1. City Administrator Page 91
 - a. Airport Project Approval Pages 92-147
 - b. Airport Grant Approval Pages 148-170
 - c. Fire Station Lease Purchase Bid Request Pages 171-172
 - d. Discovery Center Project Approval

8. STANDING COMMITTEE REPORTS

- 1. Street
- 2. Water & Wastewater Treatment
- 3. Parks & Recreation
 - a. Donated Storage Shed at Feld Field – Parker Price Page 173
- 4. Cemetery & Airport
- 5. Police & Fire
- 6. Administration & Finance

9. APPOINTMENTS & WAGE DETERMINATION

10. CITY ATTORNEY/EXECUTIVE SESSION

11. ROUNDTABLE DISCUSSION

ADJOURNMENT

Regular Meeting
City Hall, Marysville, Kansas-April 12, 2021

Members of the Governing Body of the City of Marysville were called to order in regular session at 7:00 p.m. on the date and place noted above with Mayor Barnes in the chair. City Administrator St. John, and City Clerk Holle were also present.

After the Pledge of Allegiance, roll call was answered by the following council members: Frye, Schroller, Hughes, Beikman, Price, Behrens and Throm. A quorum was present.

The minutes from the March 22nd regular meeting were presented for approval. CM Throm moved, CM Behrens seconded to approve the minutes as presented. Motion carried by 7-0 voice vote.

PUBLIC COMMENTS:

BUSINESS AND DISCUSSION ITEMS:

1. **2021 PROM WALK ON BROADWAY.** Ayden Price, Stucco President asked the Council to allow non-street legal vehicles for the Prom Walk on April 24. He said in addition to street legal vehicles there will be 3 golf carts, 1-50cc mini-bike, a 1952 Model A John Deere tractor and a dirt track race car. CM Beikman moved to allow the non-street legal vehicles for the prom walk, CM Throm seconded. Motion carried unanimously. CM Throm cautioned if there were any “burn outs” tickets would be issued.
2. **REVIEW POOL WAGES.** The Council discussed raising the wages at the pool. CM Throm said we have enough staff at the pool and our overall wages are higher than surrounding pools. CM Frye said he wanted to make sure our pool wages stayed up to date. CM Frye moved to give the pool staff \$.50 per hour raise, CM Hughes seconded. Motion carried 6-1. CM Throm voted no, noting the City pays for lifeguard certification re-certification and give bonuses which no other City gives.
3. **MOTHERS DAY MARKET/BIG BLUE BBQ.** Kate Tommer Marysville Chamber and Main Street Director presented requests from the Mother’s Day Market Committee. The Committee would like the City Staff to barricade City Park Friday, May 7 through Sunday May 9th. Also, they would like 6 portable toilets, extra dumpsters from Temps Disposal and extra trash barrels in the park. The Committee requests to use golf carts and gators. City Employees are asked to pick-up potatoes from Frazee’s class at MHS and the Lincoln Center and deliver them to the Wagon Wheel’s cooler for storage on Friday. City Employees are also asked to dump trash, clean and stock the restrooms during the event and set up the Car Show tent on the 7th Street Corridor. After discussion, the tent was removed from the requests because the Barbeque will be carryout only. CM Throm moved to approve the Mother’s Day Market Committee requests less the tent, CM Behrens seconded. Motion carried unanimously.
4. **BIG BLUE RIVER DAYS JUNE 4-5.** Kate Tommer Marysville Chamber and Main Street Director presented requests from the Big Blue BBQ Committee for Big Blue River Days June 4 and June 5. This is the 30th Annual Autofest Car Show and the 14th Annual Big Blue BBQ. The Chamber Main Street will have signage and wrist bands for alcohol; they will also attain the proper licenses and insurance to sell alcohol. CM Throm moved to allow liquor consumption and

sales on Broadway from 10th Street to 4th Street and the 7th Street Corridor from Broadway south to Walnut, Elm Street from 8th Street to 6th Street on June 4 and June 5. CM Price seconded. Motion carried unanimously. The requests included updated electrical at the Pony Plaza for bands and street closing for the bands at 7th and Broadway until midnight each night, streets to be barricaded from 4th to 10th on Broadway on Saturday, children's' events on 8th Street Broadway to Elm. The Committee asked the City crew to set-up the Auto Club's tent on the CES lot next to Main Street office on the 7th Street Corridor. CM Throm moved to approve the requests for Big Blue River Days, CM Behrens seconded. Motion carried unanimously.

- 5. INTERIM CONVENTION & TOURISM DIRECTOR PAY.** CA St. John presented a request to pay the Interim Convention & Tourism Director from December thru April. CA St. John said the Convention & Tourism Committee is conducting interviews for a new director which will be shared with the Pony Express Museum and there should be a director hired within 60 days. CM Throm said he thought the Marysville Chamber/Main Street Director could handle the Convention & Tourism Director job with her current responsibilities and the Pony Museum should not be the City's responsibility. CM Frye moved to pay Michelle Whitesell \$250 per month from December 2020 through May 2021. CM Price seconded. Motion passed 7-0.

NOTICES AND HEARINGS:

CONSENT AGENDA. The Consent Agenda was presented for consideration. CM Throm moved, CM Frye seconded to approve the Consent Agenda. Motion carried unanimously. The Consent Agenda consisted of the following:

- 1.** Audrey Pils-Request to serve alcohol at a Graduation Party May 16, 2021 at Lee Dam Art Center.
- 2.** Convention and Tourisms requests totaling \$1,110.00. Travel with Sara motel & Chamber bucks up to \$110.00, Grant for advertising Vietnam Memorial Wall \$1,000.00.
- 3.** City Clerk's Report for March showed \$85,265.81 collected in receipts with a like amount being deposited with the City Treasurer.
- 4.** Cash balances in funds as of March 31, 2021 were presented as well as outstanding debt and receivable balances. Revenue/Expenditure Budget Reports through March 2021 showed unadjusted accumulated revenues in the General Fund of \$1,217,645 or 47% of budget; Water Revenue Fund, \$187,886 or 21% of budget, Sewer Revenue Fund, \$192,393 or 25% of budget. Unadjusted statement of expenditures in the General Fund totaled \$779,228 or 24% of budget, Water Revenue Fund, \$187,424 or 12% of budget, and Sewer Revenue Fund, \$147,592 or 15% of budget.
- 5.** Municipal Judge's Report for March showed \$3,744.56 being deposited with the City Treasurer and \$141.00 being forwarded to the State Treasurer for Judicial Branch Education, court costs and law enforcement training.

APPROPRIATIONS ORDINANCE NO. 3745

- 1.** Claims against the funds of the City were submitted for Council consideration as follows:

General Fund, \$181,336.79; Water Revenue Fund, \$43,775.21; Sewage Revenue Fund, \$33,328.31; Bond & Interest #1, \$1,500.00; Library Revolving Fund, \$11,424.06; Library, \$5,883.35; Library Employee Benefit, \$1,663.46; Swim Pool Sales Tax \$386.82; Koester Block Maintenance, \$935.43; Employee Benefit, \$15,660.19; Transient Guest Tax, \$128.11; Municipal Equipment Reserve, \$95,215.00; Sales Tax Improvements, \$2,291.75; making a total of \$393,528.48.

2. An appropriations ordinance was introduced and considered to honor claims against the funds of the City as audited by the Finance Committee. CM Frye moved, CM Throm seconded to approve the appropriations ordinance totaling \$393,528.48. Motion to approve the appropriations ordinance carried by 7-0 roll call vote. City Clerk Holle assigned Ordinance No. 3745.

STAFF REPORTS:

CITY ADMINISTRATOR:

1. **ADA RAMPS/CURB & GUTTER.** CA St. John presented 2 bids for the ADA/Curb & Gutter project for 2021. This project covers 14 ADA ramp locations and 1070 linear feet of curb and gutter outside of the ramp locations. CA St. John said some sidewalk is included to make a complete ADA corner. Inline bid \$126,138.00 and AHRS bid \$102,000. CM Price moved to accept the low bid of \$102,000 from AHRS, CM Behrens seconded. Motion carried unanimously.
2. **SEWER PUMP REPLACEMENT.** CA St. John presented a quote from Agland Electric Motor Service for a spare pump for Lift Station #1 for \$10,844.73 without freight. This pump will be a spare pump for Lift Station #1 or #2. CM Throm moved to purchase the pump from Agland for \$10,844.73 plus freight, CM Frye seconded. Motion carried unanimously.
3. **FINANCIALS.** CA St. John updated the governing body on the status of General Fund, Water Revenue Fund, Sewer Revenue Fund and Sales Tax Improvement Fund. A Capital Projects report was also included. CA St. John also noted the Sales Tax Improvement Fund had been reduced by \$770,000 which was the Pool Bond pay-off.
4. **FUNDING NEW FIRE STATION.** CA St. John reported he had spoken to local banks about funding for the new Fire Station. He will bring more information to the Council at the next meeting.

STANDING COMMITTEE REPORTS:

STREET:

1. **CAROLINA STREET 13TH-14TH.** CM Frye suggested the City add Carolina Street between 13th Street and 14th Street to the replacement list. This street is in between St. Gregory's Church and School. There is a lot of foot traffic and the concrete is in poor shape.

2. **710 JENKINS.** CM Throm reported there are rocks falling from the retaining wall at 710 Jenkins. The Council said this may affect the integrity of the City street. City Staff will check.
3. **CLEAN-UP WEEK.** CM Schroller asked when the spring city-wide clean up week would be. City-wide clean up week will be April 19 through 23. It is posted on the City website, the City Facebook page and published in the Advocate.

WATER & WASTEWATER:

1. **STORM WATER DRAINAGE 6TH/KOESTER STREET.** CM Throm reported there is a 4” clay tile drainage tube located by Mike Hogan’s on South 6th and Koester Street. The City reshaped the drainage in that area and the water is not draining properly. When the City poured a concrete street on South 7th Street it is also causing water to pool by the gates near the USD #364 Bus Barn on Jackson Street. The intersection on South 7th and Oak where it meets the concrete street has a large bump which could damage a tire or rim.

PARKS & RECREATION:

1. **10 INCH PITCHING MOUND.** CM Throm reported the City has purchased a 10-inch rubber pitching mound as required by the regulations for 14 and under baseball. The mound is movable and will be used on the Black Diamond at Lakeview Complex.
2. **RECREATION COMMITTEE MEETING FELDHAUSEN FIELD.** CM Throm said the Parks and Recreation Committee met with the Legion Baseball Committee to review preliminary plans for a new concession stand at Feldhausen Field. CI Ralph will gather rough estimates from contractors and the information will be presented to Council.

CEMETERY & AIRPORT:

POLICE & FIRE:

1. **FIRE TRUCK #605 DAMAGED AT FIRE.** CM Price asked if the City had heard for the insurance about Firetruck #605 damaged in a brush fire in March. CM Price wanted to know if the truck would be repaired with OEM parts. CC Holle reported the adjuster said they would not put OEM parts on a 2003 truck, but they would replace the grill and lights and the new steer tires were already installed on the truck. CM Hughes asked if the person starting the fire could be held liable.
2. **POLICE REPORT.** CM Schroller said she does not like the new format for the Police Department’s monthly report and she finds it confusing.

ADMINISTRATION & FINANCE:

1. **MEMORIAL DAY SERVICE AT CITY CEMETERY.** CM Hughes said Jim Swim Jr. had contacted him and asked if the City would have a representative at the Memorial Day Ceremony at the Mound to lay a wreath at 10:00 a.m. Mayor Barnes said he would attend.

- 2. CHICKEN ORDINANCE ON 2ACRES.** Mayor Barnes said he had spoken with some citizens about allowing chickens in the City if you have 2 acres or more. The Council agreed to have City Code 2-218 amended to include up to 6 chickens, hens only and they will review and vote on this ordinance at the next meeting.

APPOINTMENTS:

CITY ATTORNEY:

EXECUTIVE SESSION: At 8:13 p.m. CM Price moved, CM Throm seconded to recess in executive session to discuss possible acquisition of real estate pursuant to the acquisition of real estate exception K.S.A. 75-4319 (b) (6). This session will include the mayor, city council and the city administrator. The open meeting will resume in the city council chamber at 8:30 p.m. Motion carried unanimously. At 8:30 p.m. council reconvened. Mayor Barnes reported no action was taken during the executive session and the regular session was continuing.

ROUND TABLE DISCUSSION:

- 1. MASK MANDATE.** CM Frye asked when the City would discuss the mask mandate which is scheduled to expire May 1. Council will review this ordinance at the April 26 meeting.
- 2. KOESTER MUSEUM TULIPS.** CM Hughes said the tulips in the Koester Museum Gardens were “something to see.”
- 3. SCRAP METAL PILE ON NORTH 9TH STREET.** CM Beikman said there is a large pile of scrap iron behind the Boy Scout Cabin. CA St. John said the scrap could only be seen if you are physically on our property. When the City has accumulated enough scrap, it is hauled off and sold. CM Beikman said he did not want the City to have a nuisance on City property if we do not allow our citizens to do the same. CM Beikman asked if the City could put the scrap in a trailer or dumpster.

There being no further business, at 8:34 p.m. CM Frye moved to adjourn, CM Throm seconded. Motion carried unanimously.

Cindy Holle
City Clerk

**CITY OF MARYSVILLE, KANSAS
CITY COUNCIL MEETING
REQUEST TO BE PLACED ON THE AGENDA**

Meetings are held on the 2nd and 4th Mondays of each month
(excluding holidays) at 7:00 p.m.

Requests need to be submitted by noon the Wednesday before the meeting.

NAME: Tyson Anderson

ADDRESS: 1203 Park Place Marysville, KS 66508

CONTACT NUMBER: 785-342-9541

DATE TO APPEAR: Monday 4/26/21

REASON TO APPEAR/SUBJECT:

To encourage the City Council to rescind or all
the mask mandate to expire May 1st

Tyson Anderson
SIGNATURE

4/20/21
DATE

*CITY OF MARYSVILLE
209 NORTH 8TH STREET
MARYSVILLE, KS 66508
Ph (785) 562-5331 Fax (785) 562-2449*

Contact

NAME:

Tyson Anderson

EMAIL:

[REDACTED]

PHONE:

[REDACTED]

MESSAGE:

Marysville City Council Members & City Administrators:

I encourage you to consider rescinding the mask mandate within the city limits of Marysville, or allowing the mandate to expire May 1st. There are many citizens and businesses in our community that no longer abide by the mandate, and leaving the mask mandate in place any longer will cause any future mandates or ordinances to fall on deaf ears. The business owners and citizens are fully capable of making decisions that best fit their lives. It is time to allow business and citizens to take responsibility for their own well-being. Businesses need to be able to salvage their livelihoods before it is too late. It should be left as a choice of the business to require a mask if that owner sees fit. The mandate is no longer needed as Marshall County has the second highest number of residents in Kansas to have received the vaccine, and as of the latest Health Department Report on 4/15/21 has only two active cases in the entire county. As you know, Marshall County has lifted the mandate, as well as all the other towns/cities in the county. Washington County and cities, Nemaha County and cities, Clay County and cities, and Gage County, NE have all lifted their mandates. This mandate is no longer needed, and is no longer being followed by a number of citizens. Furthermore, it is not enforced, nor has it ever been. If the Council truly believed the mandate would stop the spread of Covid-19, it would be enforced, rather than left to the citizens to police themselves, creating a divide in our community that has led to public altercations and shaming of our neighbors. I urge you to rescind the mandate and allow the people and business owners who elected you to make their own decisions. Sincerely, Tyson Anderson

**CITY OF MARYSVILLE, KANSAS
CITY COUNCIL MEETING
REQUEST TO BE PLACED ON THE AGENDA**

Meetings are held on the 2nd and 4th Mondays of each month
(excluding holidays) at 7:00 p.m.

Requests need to be submitted by noon the Wednesday before the meeting.

NAME: Ryan Hempfling


ADDRESS: 400 S 15th St, Marysville, KS 66508

CONTACT NUMBER: (785) 713-9642

DATE TO APPEAR: 4/26/2021

REASON TO APPEAR/SUBJECT:

To voice my opinion and show support for rescinding the city mask mandate



SIGNATURE

4/19/2021

DATE

*CITY OF MARYSVILLE
209 NORTH 8TH STREET
MARYSVILLE, KS 66508
Ph (785) 562-5331 Fax (785) 562-2449*

Contact

NAME:

Ryan Hempfling

EMAIL:

[REDACTED]

PHONE:

[REDACTED]

MESSAGE:

Bobbi,

I implore you to consider the ramifications of extending the mask mandate within the city limits of Marysville. The business owners and citizens are fully capable of making decisions that best fit their lives. If a business appreciates masks, they can and should be allowed to require it. Likewise, if one does not, they shouldn't be forced to comply. As patrons, shoppers should be given the same free will – to either shop or not shop within that facility. The mandate is no longer needed as Marshall county is the second highest county in Kansas to have received the vaccine. Herd immunity is here which is what the goal was all along. Furthermore, COVID-19 is a virus and like the flu, it is endemic. It will NEVER go away. So to assume we must have zero cases for months in order to lift the mandate is not only irresponsible, it is reckless. Businesses need to be able to salvage their livelihoods before it is too late. I urge you to reconsider the mandate and allow the people who elected you to your position to make their own decisions. If important decisions like this continue to be made for them, I can only assume that they will exercise their decision making abilities at the upcoming polls. Sincerely, Ryan Hempfling

Contact

NAME:

Ryan Hempfling

EMAIL:

████████████████████

PHONE:

██████████

MESSAGE:

Colleen, I implore you to consider the ramifications of extending the mask mandate within the city limits of Marysville. The business owners and citizens are fully capable of making decisions that best fit their lives. If a business appreciates masks, they can and should be allowed to require it. Likewise, if one does not, they shouldn't be forced to comply. As patrons, shoppers should be given the same free will – to either shop or not shop within that facility. The mandate is no longer needed as Marshall county is the second highest county in Kansas to have received the vaccine. Herd immunity is here which is what the goal was all along. Furthermore, COVID-19 is a virus and like the flu, it is endemic. It will NEVER go away. So to assume we must have zero cases for months in order to lift the mandate is not only irresponsible, it is reckless. Businesses need to be able to salvage their livelihoods before it is too late. I urge you to reconsider the mandate and allow the people who elected you to your position to make their own decisions. If important decisions like this continue to be made for them, I can only assume that they will exercise their decision making abilities at the upcoming polls. Sincerely, Ryan Hempfling

Kansas State Legislative Board
International Association of Sheet Metal, Air, Rail, and Transportation Workers

TYE DRAGOO
Director/Chairman
Email: Ty@SMARTKS.org
Website: http://kansas.utu.org



April 26, 2021

Members of the Marshall County Commission
Members of the Marysville, KS City Council

Re: Union Pacific order to block HWY 77 per Jay Everet.

Distinguished members of government:

The Sheet Metal Air Rail and Transportation Workers (SMART) appreciates your time discussing the serious issue of blocked crossings in Marshall County.

SMART represents over three thousand members active and retired in the state of Kansas. Our members work in all areas of transportation in the state, from railroad conductors and engineers to bus drivers. Our office is the transportation infrastructure throughout Kansas.

A large portion of our membership lives and works in the community you govern.

This issue of Highway 77 being blocked was first brought to our attention on April 3rd, 2021, by a directive issued by Jay Everet of Union Pacific. After crews realized the order would block Hwy 77, we asked Jay Everet to reissue the bulletin. That request was ignored.

Ty Drago <ty@smartks.org>
Apr 3, 2021, 3:42 PM
to Jpeveret,

Mr. Everet,

I was just made aware of a superintendent bulletin instructing crews to stop at the pad. Are you aware that a majority of your eastbound trains will be blocking highway 77?

From recollection, there are approximately 10500ft from the highway to the pad eastbound. I strongly suggest you reissue your bulletin if you did not consider this.

Thank you

A few days later, our fears came to fruition. Jay Everet's actions had created an unneeded situation where an ambulance was blocked trying to get to Marysville.

Ty, I was called on duty out of Marysville, Ks. (KX148) on the CATRD9 12, on 041321 at 1915hrs. Per the Superintendent bulletin, we got on our train at the landing pad at CPZ149. We got on the lead engine at 1955hrs. We had 271 loads and were 15,077 feet long which means we were blocking Hwy 77.

While cleaning the lead locomotive per Covid-19 protocols we received a call from the dispatcher stating there was an emergency and we were blocking an ambulance at Hwy 77. My Engineer hurried to enter our PTC data so we could move the train ahead and clear up the Hwy so the ambulance could proceed. We moved up just short of Bootleggers crossing to ensure we cleared Hwy 77.

My concern is with this cost savings move of eliminating a driver which requires us to recrow on the landing pad at CPZ 149, often will block Hwy 77. This can and will place the safety & health of members of the public at risk. My members and I wish to not be a part of the reason someone isn't able to get the emergency medical care they need.

Having this information and still no communication from Union Pacific whatsoever, we petitioned Jay Everet again to address the terrible situation.

*Ty Dragoo <ty@smartks.org>
Apr 17, 2021, 8:00 AM
to Jpeveret,*

Mr. Everet,

It has now been two weeks since I sent the email below with no response. I have already received a report of an ambulance blocked by your decision at this highway crossing.

If I do not get a response by noon Monday the 19th of April 2021. You leave me no choice but to use all avenues available to this office to inform your superiors and public of your unwillingness to remedy an extremely dangerous situation for the public that uses highway 77 in Marshall County, Kansas.

This finally solicited a response from Jay Everet; however, it was shocking to see even the mention of a person trying to get to a hospital garnered such a callous response.

*Jay P. Everett
Apr 17, 2021, 11:46 AM
to Nathan, me*

I rarely respond threats, but feel free to call my office and schedule a meeting if you would like to meet and discuss. I did spend last Wednesday in Marysville observing crew changes.

Sent from my iPhone

After receiving this message, it was clear Union Pacific, via Jay Everets direction, had no interest in addressing the issue, nor were they in any hurry to do so either. We responded.

Ty Drago <ty@smartks.org>

Apr 17, 2021, 1:07 PM

to Jay, Nathan,

Mr. Everett.

I apologize if you feel you have been threatened. I would suggest simply responding to correspondence the first time. Due to the serious nature, your bulletin has created. I am not willing to drag this out.

Highway 77 is the only North-South access to Marysville Hospital without significant detours. To put our members in a situation where they will be responsible for someone not receiving life-saving care is irresponsible and frankly disturbing.

Mr. Everett, I don't know if you have loved ones or children. I do, and in particular, the ones that live in this community. If I were in a situation where my child needed to get to the hospital, and I knew about the train blocking when it didn't have to, I would be outraged—all to save money.

This is very simple; you can tell me you are either going to change the policy of blocking eastbound trains coming into Marysville, KS, thereby keeping the only expedited north-south access open to the hospital or not. I encourage you to look at the scope of the land size you have cut off for emergency access. I will attach a map for your reference.

Kelly Dunn would never respond to safety concerns after I repeatedly raised them. I'm hoping you take your employees, UP customers, and public safety more seriously than she did.

It seems deadlines get your attention. I don't want to wait two more weeks only to follow up with another email stating I will go above your head as a means to solicit a response from you finally.

Either have the "courage to care" and fix this audaciously irresponsible decision, or I will do everything I can to draw attention to your lack of concern for the citizens that rely on this vital access point, including but not limited to; local and state media, local and state law enforcement, UP upper management, UP Senior management, UP board of directors. FRA, Elected leaders, and the Governor's office.

With our case clearly made, you have until noon April 19th, 2021, to inform this office of your intent either way. I want to stress your actions of no response and your predecessor have unfortunately created the need for clear and unambiguous statements from our organization. Depending on your course of action, the matter will be closed, or we will proceed with you no longer involved in the conversation.

Mr. Everett, you are literally taking time away from someone's life being saved. I implore you to revise your bulletin.

With kindest personal regards,

After receiving no response, I issued this to all crews working in and out of Marysville, KS.

From: Ty Dragoo <ty@smartks.org>
Date: Mon, Apr 19, 2021, 1:09 PM
Subject: Blocked Highway UP Marysville
To:
All,
North Platte Officers
Marysville Officers
Kansas City Officers

I am instructing you to post on every crew board and circulate the following letter to all your locations.

All crews,

Every time your train is blocking Highway 77 due to Jay Everet's bulletin, I am instructing you to fill out this statement and send it to your LR. Once compiled, This office will present the frequency and time that this highway is blocked to Media, State and Local Officials, and the citizens. The crews that live in and around Marysville, KS, know how important keeping HWY 77 open is. They have told me this is more than a labor issue; this is literally cutting emergency access for their families, neighbors, and friends.

For the last two weeks, this office has asked and waited for a response on our concerns of HWY 77 being blocked near Marysville, KS. I gave Jay Everet a noon deadline of today for information on how to address the major safety concern and or action on his bulletin instructing crews to park at the pad in Marysville. This email chain below outlines dates and communication. As of today's deadline, we have received NO RESPONSE from Jay Everet.

We are all too familiar with wit the Louisanna story of the Bunkie family. Mr. Everett has decided not to become a student of history. He has been asked to fix this safety concern, and he has met those requests with arrogant refusal to communicate any type of action. It will be known by the citizens of Marshall county, elected officials, and media that Union Pacific is more concerned about a bonus check being paid out for cost-saving measures of a van over their safety in their community.

Not only does this put a large portion of lives in Marshall county at risk for emergency response, but the pressure it will put on crews is something that we should not overlook because Mr. Everett wants to be right other than do what is right. Crews are now being rushed to get to the pad and make the crew change. FRAs SOFA database shows a clear pattern of the first hour at work being the most crucial when it comes to fatalities in the rail industry. During this time, when crews should be going over important paperwork, form C's Form B's discussing the trip and job briefing, they will be rushed, and things will be missed. This crucial job briefing time is no time to be rushed or told to "just get going."

Every time your train is blocking Highway 77 due to Jay Everet's bulletin, I am instructing you to fill out this statement and send it to your LR. Once compiled, This office will present the frequency and time that this highway is blocked to Media, State and local Ofccials and the citizens.

Bunkie family sues Union Pacific after relative dies in ambulance unable to cross-train tracks

Leo Blalock, 65, of Bunkie, was being rushed to the hospital in an Acadian ambulance on June 27, when the ambulance came to a stop at a railroad track that was blocked by a sitting Union Pacific train. Not only was this crossing blocked, but so was every other crossing in Bunkie.

As a result, Blalock was driven outside of Bunkie city limits to a sugarcane loading site to be airlifted. He didn't make it to the hospital in time and ended up passing away.

Now, the family is filing a wrongful death lawsuit against Union Pacific Railroad Company. ACCORDING TO THE LAWSUIT, BUNKIE POLICE AND FIRE DEPARTMENTS CONTACTED UNION PACIFIC DURING THE EMERGENCY, ASKING THAT THE TRAIN BE MOVED FOR THE AMBULANCE TO CROSS, BUT THE COMPANY REFUSED.

We spoke to Jonathan Gaspard, the family's attorney on the case.

"Common sense tells you that when someone is in an ambulance, they have an emergency," Gaspard said. "Move the train; worry about the rule violation later. We're talking about a man's life. Some of his family members had been contacted and they arrived at the scene at the sugarcane loading site on Hwy. 171, and they were helping to pull their father through the gravel to try to get him to the helicopter for proper medical treatment, so that was the last time. That was their opportunity to say goodbye to their father."

News Channel 5 reached out to Union Pacific and this was their statement:

"UNION PACIFIC IS INVESTIGATING THE ALLEGATIONS AND WORKING TO CONFIRM THE TIMELINE. WE'D LIKE TO EXPRESS OUR SYMPATHY TO MR. BLALOCK'S FAMILY AND FRIENDS."



LEO HORACE BLALOCK, 65, OF BUNKIE

As of today, April 26th, 2021, We have had no communication with Union Pacific to address the blocking of Hyw 77.

This is entirely by design and action of one individual, Jay Everet of the Union Pacific Railroad. And the only reason he wants to cut off emergency access to your community...He saves money, thereby making him money. He doesn't live here; he doesn't know you, and based on our repeated request to address the issues, I believe it is fair to say he doesn't care.

SMART wants to make very clear we are doing everything we can to address this issue and inform the public that the railroaders in your community, your sons and daughters, neighbors, and friends disagree with this cost-saving scheme expense of your safety.

Some in the community believe train crews are just blocking crossings because they don't care or simply because they can. If crews do not obey Jay Everet's instruction, they will be fired. I am here to set the record straight and to present testimony to unequivocally prove this is not the crews doing this; this is Jay Everet.

We tried numerous times to address this "in-house" we believe in allowing the opportunity to correct problems they created. Unfortunately, our pleas for help have fallen on deaf ears at Union Pacific.

We have begun an outreach campaign to inform the community, local and state officials, media, and Union Pacific senior management why this is happening. We are also working with the Federal Railroad Administration and the Governor's office as well.

SMART stands ready to assist any agency, government entity, and media wanting to fix this despicable behavior.

With that, I stand for any questions and greatly appreciate the ability to speak on behalf of our members that love this community.

Sincerely,



Ty E Drago
SMART-TD
Kansas State Legislative Board
Director/Chairman

April 21, 2021

To the Marysville City Council:

The Marysville Convention and Tourism board and the Pony Express Barn and Museum board are pleased to report we have found an exemplary candidate for the director of our organizations. Toby Carrig of Ste. Genevieve, Missouri, has accepted the offered position.

This contracted position was approved to be paid a range of \$20,000-\$25,000 at the February 8th council meeting. Today, we'd like approval to pay Mr. Carrig a starting salary of \$22,000, and at the beginning of 2022, dependent on a complementary review, raise it to \$24,000. The Pony Express Board approved a yearly salary of \$20,000.

We would like approval to create an agreement, assisted by City Attorney John McNish, between the Pony Express Historic Barn and Museum and the Marysville Convention and Tourism board; we would like to hire Mr. Toby Carrig pending agreement approval.

The hiring committee consisted of Mandy Cook, Convention and Tourism Chair; Michelle Whitesell, Convention and Tourism board member; Pony Express board members Bill Phillippi and Jon Ungerer; and City Administrator Austin St. John. As we read through Mr. Carrig's resume, we were encouraged to see he is the Director of Tourism in his small town. Before he took that position, he was the owner and editor of *The Ste. Genevieve Herald*. With an experience in tourism, writing, and designing, he fulfills the characteristics of someone who will continue to promote Marysville.

Please find Mr. Carrig's resume for further review. If you have any questions, do not hesitate to contact anyone on the hiring committee. Thank you for your time.

Sincerely,
Mandy Cook, Convention & Tourism Chair
Michelle Whitesell, Convention & Tourism Board Member
Bill Phillippi, Pony Express Historic Barn and Museum Board Member
Jon Ungerer, Pony Express Historic Barn and Museum Board Member
Austin St. John, City Administrator

Toby Carrig

Willing to relocate: Anywhere
Authorized to work in the US for any employer

Work Experience

Tourism Director

City of Ste. Genevieve (Missouri) - Sainte Genevieve, MO
June 2020 to Present

Oversee management of Welcome Center and tourism-related marketing for Ste. Genevieve, Missouri, home of a new national historical park and other attractions, including a winery trail and state recreation and conservation areas.

Manage \$50,000-plus annually from the city budget dedicated strictly to tourism marketing, but also secured more than \$85,000 in grant funds and coordinated a campaign utilizing social media, digital, radio, television, billboards, and print.

Work with new national park personnel and partners at other historic attractions, local businesses, wineries, lodging establishments and recreation attractions to assist with events, publications, media coordination, public relations, tours, etc.

Have grown social media audience and website hits both through aggressive agenda of organic posts and paid ads campaign.

Pivoting our identity and brand from strictly French Colonial historic attractions to a family-fun destination with attractions such as a state-of-the-art water park and natural sciences museum.

Report twice per month to Board of Aldermen and monthly to Tourism Tax Commission and Tourism Advisory Council. Also send frequent reports on visitor traffic and other metrics, marketing campaign plans and events developments to all tourism stakeholders in our community.

Owner/Publisher/Editor

Ste. Genevieve Herald - Ste. Genevieve, MO
January 2011 to June 2020

Hired as editor in 2011.

Bought the paper in July of 2013.

Duties include management of full-time positions in advertising, editorial, administration and part-time positions in circulation.

Improved design and content of paper, which focuses on local news in a community with a historic district where a national park is being established.

Oversee company with gross revenue in excess of \$550,000 per year.

Duties cover multiple areas, such as writing stories, photography, page design, conducting community forums and town halls, negotiating with vendors for various services, sending the paper to the printer, courier duties in distribution and receiving.

Sold paper in February of 2020 and stayed on as general manager and editor through transition period for new ownership.

Sports Editor

Antelope Valley Press - Palmdale, CA
March 2009 to November 2010

Managed staff of nine people producing a sports section for a daily newspaper in northern Los Angeles County that was honored as the best in the state by the California Newspaper Publishers Association and one of the best in the country by the Associated Press Sports Editors organization.

Sports Editor

Southeast Missourian - Cape Girardeau, MO
January 2004 to March 2009

Managed staff of three full-time employees to produce award-winning sports section covering athletic programs at several high schools and an NCAA Division I university in addition to recreational and community sports.

Managing Editor (and other duties)

Suburban Journals (Suburban Newspapers of Greater St. Louis) - St. Louis, MO
December 1988 to December 2003

In final years with the company, was managing editor of several newspapers and staff of 30-plus editorial employees for the Suburban Journals of Southern Illinois and then with the Suburban Journals in Jefferson County, Missouri.

In previous years, served as sports editor for the Journals in West St. Louis County and Southern Illinois, as well as other duties.

Education

None

Vanderbilt University - Nashville, TN
August 1985 to May 1987

High school or equivalent

Little Falls High School
1981 to June 1985

Skills

- Adobe
- Indesign
- Editorial
- Publishing
- Public Relations
- Photoshop
- Web content management software
- Graphic Design
- Proofreading
- Photography

- Adobe Creative Suite
- Digital Marketing
- Search Engine Optimization (SEO)

Assessments

Proofreading — Highly Proficient

January 2020

Proofreading written texts.

Full results: Highly Proficient

Graphic Design — Highly Proficient

January 2020

Using graphic design techniques and producing visual media to communicate concepts.

Full results: Highly Proficient

Indeed Assessments provides skills tests that are not indicative of a license or certification, or continued development in any professional field.



**SOOTHA
BULLDOGS**

MARYSVILLE



MAMMOTH
SPORTS CONSTRUCTION

SAFETY RESEARCH





**YOU CAN'T
STOP INJURIES.
BUT YOU CAN
LIMIT THEM.**

Keeping your athletes safe has and will always be our first priority. Every day, we push the boundaries of research and innovation to engineer the most advanced artificial turf system in the industry.

While no sport can ever be completely injury-free, we continue to find new ways to reduce the risk and severity of injuries. Our focus on safety has led to numerous injury-reducing innovations and improvements. As a result, we have the products and experience to help you provide the safest playing field possible for your athletes.

Independent multi-year research validates our efforts to provide you and your athletes with the safest field possible.

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LEADING SAFETY PREVENTION RESEARCH



Michael C. Meyers
PhD, FACSOM

Michael C. Meyers, PhD, FACSOM, is a Professor in the Department of Sport Science and Physical Education at Idaho State University, Pocatello, ID. Formerly a Senior Research Scientist at Montana State University, he has been involved with injury research for over 30 years.

Dr. Meyers is a Fellow in the American College of Sports Medicine, Past-President of the Texas Regional Chapter of the American College of Sports Medicine, and also recognized on the Sport Psychology Registry, United States Olympic Committee.

Dr. Meyers holds a Ph.D. from Texas A&M University with an emphasis in exercise physiology as it relates to orthopedic sports medicine, a M.S. degree in equine nutrition and physiology (TAMU), and a B.S. degree in animal nutrition from Oklahoma State University. He is also an Adjunct Associate Professor and Graduate Faculty in the Department of Psychology at Texas A&M University, working in the area of pain response in athletes following injury and rehabilitation.

He has authored over 75 journal publications, over 460 national and international scientific/medical presentations, with research published in *American Journal of Sports Medicine*, *Medicine and Science in Sports and Exercise*, *Journal of Applied Physiology*, *European Journal of Applied Physiology*, *Clinical Journal of Sport Medicine*, *Journal of Sport Sciences*, *Physician and Sportsmedicine*, *Journal of Sport & Exercise Psychology*, *Journal of Equine Veterinary Science*, and *Sports Medicine*. Dr. Meyers has been featured in *Energy for Women Magazine*, *KTRH 740 AM News Radio-Houston*, *Outside Magazine*, *Fit Magazine*, *Newsweek-on-the-Air Radio Program*, and *PBS Scientific American Frontiers Television Series*, and is a recipient of the Sports Trauma and Overuse Prevention (STOP) Sports Injuries Award from the American Orthopaedic Society for Sports Medicine (AOSSM).

Over the past 30 years, Dr. Meyers has worked with numerous collegiate, professional, and elite sport organizations and athletes in the areas of comprehensive sport psychology and physiology performance assessment, nutritional analysis, strength and conditioning planning, and talent identification and development. Organizations include the U.S. Olympic Developmental Soccer Program, U.S. Equestrian Team, U.S. Gymnastics, Women's Professional Tennis Association, U.S. Water Skiing Team, National Intercollegiate Rodeo Association, and the Uruguay Olympic Committee serving as an Academic Specialist, Bureau of Educational and Cultural Affairs, U.S. Information Agency, Washington, DC.

Recipient of the Sports Trauma and Overuse Prevention (STOP) Sports Injuries Award from the American Orthopaedic Society for Sports Medicine (AOSSM).



SEVEN-YEAR STUDY OF SYSTEMS WITH VARIOUS INFILL WEIGHT FIELDTURF VS COMPETING SYSTEMS

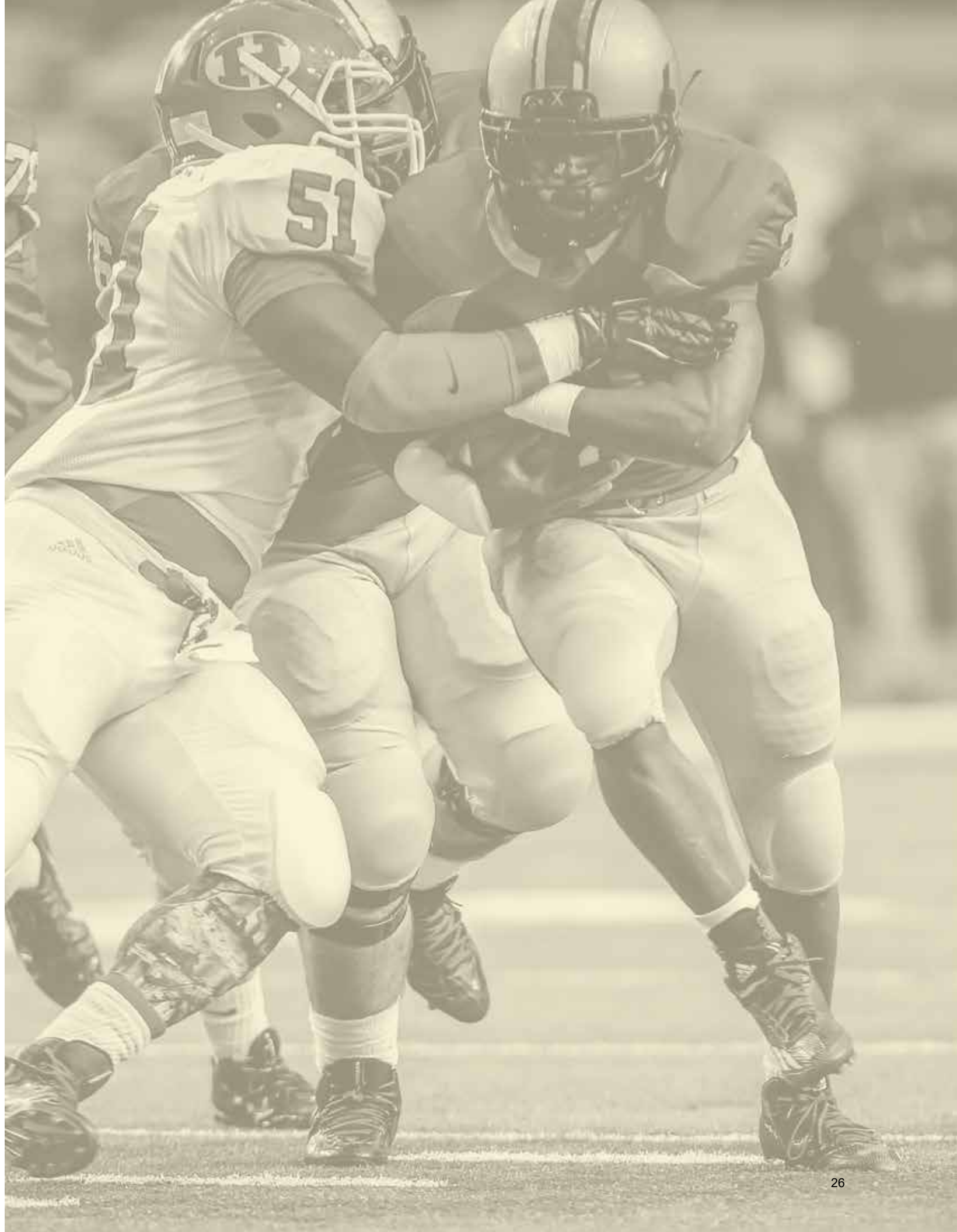
Incidence, mechanisms, and severity of game-related high school football injuries across artificial turf systems of various infill weight

A 7-Year Prospective Study

NOT PLAYING ON FIELDTURF?
 YOU RISK LOSING 5 MORE PLAYERS PER SEASON TO SUBSTANTIAL INJURIES

TOTAL INJURIES	LIGAMENT SPRAINS AND TEARS	PLAYER-TO-TURF COLLISION INJURIES	INJURIES ON TURF AGE 8+ YEARS*
19%-29%	17%-22%	32%-47%	58%-63%
LOWER ON FIELDTURF	LOWER ON FIELDTURF	LOWER ON FIELDTURF	LOWER ON FIELDTURF

RESULTS COMPARE ≥9 LBS INFILL PER SQUARE FOOT VS ALL OTHER INFILL WEIGHT SURFACES
 *RESULTS COMPARE ≥9 LBS INFILL PER SQUARE FOOT VS 0 - 5.9 LBS INFILL PER SQUARE FOOT



THREE-YEAR STUDY OF COMPETITIVE COLLEGE FOOTBALL FIELDTURF VS NATURAL GRASS

Incidence, Mechanisms, and Severity of Game-Related College Football Injuries on FieldTurf Versus Natural Grass

A 3-Year Prospective Study

31% Fewer Ligament Tear Injuries
2 out of 3 ligament tear injuries happen on natural grass.

21% Fewer Severe Injuries
For an 8-game season, that's one more player out with a severe injury on natural grass than on FieldTurf.

11% Fewer Concussion Injuries
For every 10 concussions, more than half happen on natural grass.

SUBSTANTIAL INJURIES

16%

LOWER ON FIELDTURF

INJURIES IN RAIN-FIELD CONDITIONS

9%

LOWER ON FIELDTURF

ACL INJURIES COMBINED

13%

LOWER ON FIELDTURF

INJURIES ON TURF AGED 4 TO 8+ YEARS

21%

LOWER ON FIELDTURF

HOW SHOULD YOU DESIGN YOUR FIELD?
READ OUR GUIDE TO FIELD SAFETY ON PAGE 18 & 19



FIVE-YEAR STUDY OF COMPETITIVE HIGH SCHOOL FOOTBALL FIELDTURF VS NATURAL GRASS

Incidence, Causes, and Severity of High School Football Injuries on FieldTurf Versus Natural Grass

A 5-Year Prospective Study

43% Fewer ACL Injuries Combined

By playing on FieldTurf, you reduce your chances of incurring an ACL injury by almost half.

25% Less Time Lost to Long-Term Injuries (Lasting 22+ Days)

By playing on natural grass, you risk losing one extra player for over 22 days to injury.

44% Fewer Concussion Injuries

You almost double your risk of incurring a concussion injury by playing on natural grass.

SEVERE
INJURIES

27%

LOWER
ON FIELDTURF

LIGAMENT
TEARS

33%

LOWER
ON FIELDTURF

THIRD DEGREE
GRADE INJURY

20%

LOWER
ON FIELDTURF

INJURY TIME LOSS
1-2 DAYS

15%

LOWER
ON FIELDTURF



HOW SHOULD YOU DESIGN YOUR FIELD?
READ OUR GUIDE TO FIELD SAFETY ON PAGE 18 & 19

SEVEN-YEAR STUDY OF COMPETITIVE HIGH SCHOOL FOOTBALL FIELDS WITH SHOCK PADS VS FIELDS WITHOUT SHOCK PADS

Incidence of Game-Related High School Football Injuries Between Pad and No Pad Fields by Severity of Trauma

A 7-Year Prospective Study

FIELDS WITHOUT PADS LED TO:

53%

LESS
PLAYER-TO-TURF
COLLISION INJURIES

73%

LESS
NECK
TRAUMA

39%

LESS
SHOULDER
GIRDLE TRAUMA

63%

LESS
LOWER
LEG INJURIES

IF A SHOCK PAD WON'T MAKE A FIELD SAFER, WHAT WILL?

Ongoing safety research continues to confirm the importance of heavy infill weights as it relates to player injuries. As the artificial infill surface weight decreased, the incidence of game-related high school football trauma significantly increased across numerous playing conditions.

READ MORE ON PAGE 6

HOW SHOULD YOU DESIGN YOUR FIELD?

READ OUR GUIDE TO FIELD SAFETY ON PAGE 18 & 19

WHEN ARE SHOCK PADS RECOMMENDED?

The conclusion of Meyers' recent study adds some clarity to the "underlayment" discussion showing that adding a pad won't make your field safer and that investing in a shock pad may not always be the optimal solution for your field if added safety is your goal.

However, there are some situations where a shock pad is recommended. When installing light-weight infill systems, common with alternative / natural infills like cork, coconut and/or olive, there isn't enough material in the system to provide the necessary shock absorption. To meet the needed industry safety requirements, a shock pad is added under the system to provide the adequate performance.



SIX-YEAR STUDY OF COMPETITIVE MEN'S COLLEGIATE SOCCER FIELDTURF VS NATURAL GRASS

Incidence, Mechanisms, and Severity of Match-Related Collegiate Men's Soccer Injuries on FieldTurf and Natural Grass Surfaces

A 6-Year Prospective Study

25% Fewer Injuries

Every 10 games, you risk nearly 5 extra injuries playing on natural grass.

33% Fewer Concussion Injuries

2 out of 3 concussion injuries happen on natural grass.

57% Fewer Injuries on Surfaces Over 8 years old

You almost double your risk of incurring an injury playing on a natural grass surface that is over 8 years old than on a FieldTurf surface of the same age.

SUBSTANTIAL INJURIES

47%

LOWER ON FIELDTURF

PLAYER-TO-TURF COLLISION INJURIES

15%

LOWER ON FIELDTURF

MUSCLE TISSUE INJURY

29%

LOWER ON FIELDTURF

INJURY TIME LOSS 10-22+ DAYS

23%

LOWER ON FIELDTURF



HOW SHOULD YOU DESIGN YOUR FIELD?
READ OUR GUIDE TO FIELD SAFETY ON PAGE 18 & 19

FIVE-YEAR STUDY OF COMPETITIVE WOMEN'S COLLEGIATE SOCCER FIELDTURF VS NATURAL GRASS

Incidence, Mechanisms, and Severity of Match-Related Collegiate Women's Soccer Injuries on FieldTurf and Natural Grass Surfaces

A 5-Year Prospective Study

11% Fewer Injuries

Every 10 games, you risk nearly 5 extra injuries playing on natural grass.

33% Fewer Severe Injuries

By playing on natural grass, you risk losing an extra player for over 22 days to injury.

57% Fewer Injuries on Surfaces Over 8 years old

You almost double your risk of incurring an injury playing on a natural grass surface that is over 8 years old than a FieldTurf surface of the same age.

SUBSTANTIAL
INJURIES

31%

LOWER
ON FIELDTURF

INJURIES IN RAIN-
FIELD CONDITIONS

17%

LOWER
ON FIELDTURF

INJURIES ON TURF
AGED UNDER 1 YEAR

21%

LOWER
ON FIELDTURF

INJURY TIME LOSS
10-22+ DAYS

15%

LOWER
ON FIELDTURF

HOW SHOULD YOU DESIGN YOUR FIELD?

READ OUR GUIDE TO FIELD SAFETY ON PAGE 18 & 19



GUIDE TO FIELD SAFETY

In our minds, safety is always the primary objective. No exceptions. And no matter which supplier you work with, safety can never be compromised.

When building your field for your needs, you have all the power. To provide your field with stability, reduced infill migration, and reduced maintenance, simply design a specification with infill levels that are safe and with a composition of materials that are heavy.

MINIMUM INFILL WEIGHT / FIBER HEIGHT REQUIREMENTS

Based on the pile height of the system that you're looking to get, specifying the following infill weights will allow you to ensure that your field meets the minimum or optimal characteristics for a safe field.

	2" PILE HEIGHT		2.25" PILE HEIGHT		2.5" PILE HEIGHT	
	MINIMAL	OPTIMAL	MINIMAL	OPTIMAL	MINIMAL	OPTIMAL
RUBBER	3 LBS	2.6 LBS	3 LBS	2.2 LBS	3.5 LBS	3 LBS
SAND	2 LBS	3.65 LBS	3 LBS	6.2 LBS	4 LBS	6.2 LBS
TOTAL	5 LBS	6.25 LBS	6 LBS	8.4 LBS	7.5 LBS	9.2 LBS

How to ensure that every turf company bids a safe and stable surface for you?

1 DEMAND INFILL QUANTITY WEIGHT FROM EVERY TURF COMPANY.

This is the first step and probably the most important. You need to get companies to commit, in writing, to the infill weight they plan on installing. This should come in the form of a Product Specification Sheet. If the infill quantity isn't stated, ask the vendor to commit to a weight. This will remove any possibilities for your supplier to cut corners when building your field.

2 ESTABLISH YOUR INFILL WEIGHT MINIMUMS AND HAVE THEM WRITTEN IN THE SPECIFICATIONS.

We have our safety thresholds and our quality thresholds. And that means we won't offer a product that contains less than 6 pounds of infill per square foot* for any of our turf systems used for contact sports. That just won't happen with us.

* Systems less than 6 lbs require a separate shock pad for contact sports.

3 LISTING INFILL RATIOS IS NOT SUFFICIENT - THE WEIGHT MUST BE SPECIFIED!

Very few companies list infill values on their specifications, and those that do will often list a ratio, percentage or volume - not a weight. Most will mask infill weight with a "70/30" ratio of rubber to sand, without specifying the total weight of the system. So you could be getting 2 pounds of rubber and 0.8 pounds of sand.

Others will list a depth, without mentioning the material breakdown per weight. Withholding sand and placing 3.5 pounds of rubber may get competitors close to 1.5" depth at installation, but migration will affect the stability of the field in the very near term.

4 FOCUS ON SAFETY, NOT MARKETING.

Adding more turf fibers per square foot costs fractions of a penny, so it might be very tempting for some companies to promote fiber at the expense of infill. The amount of fiber plays no part in how safe your field is. Nor will it have any effect on how your field looks.

To date, there's not one shred of scientific data showing that adding more fiber will make your playing surface safer. There is, however, plenty of scientific data that shows that adding more infill will indeed make your playing field safer.

Yes, it will cost a bit more to add infill and make your field much safer. By putting the athlete's safety first, we've established our own minimum standard, and we encourage you to do the same. Specifying minimum infill weight is your answer!

TRUST THE SCIENCE

CONCUSSION RISKS ON ARTIFICIAL TURF VS NATURAL GRASS

APPROXIMATELY

90%

**OF ALL
CONCUSSIONS
ARE PLAYER
TO PLAYER**



APPROXIMATELY

10%

**OF ALL CONCUSSIONS
ARE PLAYER TO SURFACE**



OF THE APPROXIMATELY 10% OF PLAYER TO SURFACE CONCUSSIONS

**THERE IS NO DIFFERENCE BETWEEN PLAYING SURFACES
(TURF VS GRASS, TURF WITH PAD VS TURF WITHOUT PAD)**

**HEAD TO TURF CONCUSSIONS
REPRESENT APPROXIMATELY**

1%

**OF TOTAL
INJURIES**





CONCUSSION RISKS ON ARTIFICIAL TURF VS NATURAL GRASS

NO DIFFERENCE IN PLAYER TO SURFACE CONCUSSIONS WHEN COMPARING ARTIFICIAL TURF VS NATURAL GRASS FOR PROFESSIONAL, COLLEGE & HIGH SCHOOL FOOTBALL

NATIONAL FOOTBALL LEAGUE

*“Risk of team games concussion was not associated with injury week, length of week, team games outcome, divisional opponents, time zone change prior to team games, altitude of the game, or **playing surface.**”*

INFLUENCE OF EXTRINSIC RISK FACTORS ON NATIONAL FOOTBALL LEAGUE INJURY RATES

David W. Lawrence, MD, Paul Comper, PhD, and Michael G. Hutchison, PhD

Published: 2016 - Orthopedic Journal of Sports Medicine

COLLEGE FOOTBALL

PLAYER-TO-GROUND CONCUSSIONS: **5.9%**

ON TURF: **5.8%**

ON GRASS: **6.0%**

TOTAL INJURIES:

0.43%

Incidence, Mechanisms, and Severity of Game-Related College Football Injuries on FieldTurf Versus Natural Grass
Author: Michael C. Meyers, PhD, FACSM. Published: 2010 - American Journal of Sports Medicine

HIGH SCHOOL FOOTBALL

PLAYER-TO-GROUND CONCUSSIONS: **11.6%**

ON TURF: **11.4%**

ON GRASS: **11.8%**

TOTAL INJURIES:

1.0%

Incidence, Causes, and Severity of High School Football Injuries on FieldTurf Versus Natural Grass
Author: Michael C. Meyers, PhD, FACSM, and Bill S. Barnhill, MD. Published: 2004 - American Journal of Sports Medicine



CONCUSSION RISKS ON ARTIFICIAL TURF VS NATURAL GRASS

NO DIFFERENCE IN PLAYER TO SURFACE CONCUSSIONS WHEN COMPARING ARTIFICIAL TURF WITH PAD VS NO PAD FOR HIGH SCHOOL FOOTBALL

HIGH SCHOOL FOOTBALL

VARIABLE	PAD			NO PAD		
	n	IIR	95% CI	n	IIR	95% CI
Simple Concussion	1	0.0	0.0-0.2	4	0.1	0.0-0.3
Complex Concussion	8	0.3	0.2-0.6	1	0.0	0.0-0.1
Concussion Injuries Combined	9	0.3	0.2-0.6	5	0.1	0.1-0.3

Incidence of Game-Related High School Football Injuries Between Pad and No Pad Fields by Severity of Trauma
 Author: Michael C. Meyers, PhD, FACSM. Published: 2019 - Orthopaedic Journal of Sports Medicine





CONCUSSION RISKS ON ARTIFICIAL TURF VS NATURAL GRASS

NO DIFFERENCE IN PLAYER TO SURFACE CONCUSSIONS WHEN COMPARING ARTIFICIAL TURF VS NATURAL GRASS IN MEN'S & WOMEN'S COLLEGIATE SOCCER

MEN'S COLLEGIATE SOCCER

PLAYER-TO-GROUND CONCUSSIONS: **13.6%**

ON TURF: **14.3%**

ON GRASS: **12.9%**

TOTAL INJURIES:

0.83%

Incidence, Mechanisms, and Severity of Match-Related Collegiate Men's Soccer Injuries on FieldTurf and Natural Grass Surfaces
Author: Michael C. Meyers, PhD, FACSM. Published: 2016 - American Journal of Sports Medicine

WOMEN'S COLLEGIATE SOCCER

PLAYER-TO-GROUND CONCUSSIONS: **16.3%**

ON TURF: **15.8%**

ON GRASS: **16.7%**

TOTAL INJURIES:

1.0%

Incidence, Mechanisms, and Severity of Match-Related Collegiate Women's Soccer Injuries on FieldTurf and Natural Grass Surfaces
Author: Michael C. Meyers, PhD, FACSM, and Bill S. Barnhill, MD. Published: 2013 - American Journal of Sports Medicine

MAJOR LEAGUE SOCCER

Concussion. The 95% CI for concussions (0.63-1.546) was unable to establish noninferiority. This finding is partially supported by other reports in the literature, which **did not find any significant difference between playing surfaces**, 9,12,30,33 - However, we were unable to pare out concussions occurring player-to-player versus player-to-ground due to the retrospective nature of the study and methods of injury documentation in the database. **Player-to-ground concussions have been found to account for a relatively low percentage of all concussions**, 20,33 and determining the risk between different playing surfaces in MLS players is a future goal of this project.

INJURY SURVEILLANCE IN MAJOR LEAGUE SOCCER: A 4-YEAR COMPARISON OF INJURY ON NATURAL GRASS VERSUS ARTIFICIAL TURF FIELD

Sean P. Calloway,* MD, David M. Hardin, MD, Matthew D. Crawford, MD, J. Michael Hardin, PhD, Lawrence J. Lemak, MD, Eric Giza, MD, Brian Forsythe, MD, Yining Lu, BA, Bhavik H. Patel, BS, Daryl C. Osbahr, MD, Michael B. Gerhardt, MD, and Bert R. Mandelbaum, MD. Investigation performed at Kerlan Jobe Institute, Santa Monica, California, USA

Published: 2019 - American Journal of Sports Medicine

MEN'S & WOMEN'S COLLEGIATE SOCCER

No concussion injuries sustained on artificial turf (men: 17; women: 14) were caused by player-to-surface contact; on the other hand, 13% of concussion injuries sustained on grass by men (5/38) and 7% by women (6/81) were caused by player-to-surface contact.

COMPARISON OF THE INCIDENCE, NATURE AND CAUSE OF INJURIES SUSTAINED ON GRASS AND NEW GENERATION ARTIFICIAL TURF BY MALE AND FEMALE FOOTBALL PLAYERS. PART 1: MATCH INJURIES

Colin W Fuller, Randall W Dick, Jill Corlette & Rosemary Schmalz

Published: 2007 - British Journal of Sports Medicine

P R O P O S A L

Mosquito Squad of Marysville-Manhattan
 1176 Jayhawk Rd
 Marysville, KS 66508
 (785) 877-8486



Marysville.Manhattan@Mosquitosquad.com
<https://www.mosquitosquad.com/marysville-manhattan/>

Billing Address
 Marysville City Hall
 City of Marysville
 209 N. 8th ST
 Marysville, KS 66508
 (785) 562-5331 (Office)
 cityadm@bluevalley.net

Service Address
 Marysville City Park
 803 Walnut St.
 Marysville, KS 66508
 (785) 562-5331 (Office)

Date	April 7, 2021
Total	\$3,680.00

This proposal expires on 4/22/2021

N O T E S

This is for 7 treatments- due to warmer weather and increased mosquito activity, we are starting our spray season earlier this year. Also we would like to get one treatment applied before mothers day weekend activities. Any questions please give us a call. 785-877-8486

Item	Description	Quantity	Rate	Amount
The Original Mosquito Squad Barrier Treatment	<p>The Original Barrier Treatment, pioneered by Mosquito Squad™ in 2005. With this best in class service, every 21 days our licensed applicators will treat both your front and back yard, focusing on the standing vegetation along the perimeter and interior of your property. We will pay special attention to the areas where you and your family spend the most time and any areas mosquitos, and ticks, may feed, breed or harbor.</p> <p>This service comes with our 100% satisfaction guarantee. If at any time, in between treatments, you notice an increase in mosquito activity, or your outdoor spaces become uncomfortable, just give us a call and we will send our team back out to perform a complimentary treatment at no charge.</p>	7	0.00	\$3,680.00

Subtotal	\$3,680.00
Tax	\$0.00
Total	\$3,680.00

P R O P O S E D S C H E D U L E

Service dates are subject to change based on weather and availability. We will notify you of any changes to your service dates two days prior to your appointment.

Date	Service
Wednesday, April 28	The Original Mosquito Squad Barrier Treatment
Wednesday, May 19	The Original Mosquito Squad Barrier Treatment
Wednesday, June 9	The Original Mosquito Squad Barrier Treatment
Wednesday, June 30	The Original Mosquito Squad Barrier Treatment
Wednesday, July 21	The Original Mosquito Squad Barrier Treatment
Wednesday, August 11	The Original Mosquito Squad Barrier Treatment
Wednesday, September 1	The Original Mosquito Squad Barrier Treatment
Wednesday, September 22	The Original Mosquito Squad Barrier Treatment

Click [here](#) if you no longer wish to receive notifications or related information about this proposal.

P R O P O S A L

Mosquito Squad of Marysville-Manhattan
 1176 Jayhawk Rd
 Marysville, KS 66508
 (785) 877-8486



Marysville.Manhattan@Mosquitosquad.com
<https://www.mosquitosquad.com/marysville-manhattan/>

Billing Address
 Marysville City Hall
 City of Marysville
 209 N. 8th ST
 Marysville, KS 66508
 (785) 562-5331 (Office)
 cityadm@bluevalley.net

Service Address
 Dargatz Park
 501 N 15th St.
 Marysville, KS 66508
 (785) 562-5331 (Office)

Date	April 7, 2021
Total	\$0.00

This proposal expires on 4/22/2021

N O T E S

This would be a free spray treatments for the season for bulk discount.

This proposal contains 1 option. Be sure to click the checkboxes below for the options you want to include.

Item	Description	Quantity	Rate	Amount
The Original Mosquito Squad Barrier Treatment	<p>The Original Barrier Treatment, pioneered by Mosquito Squad™ in 2005. With this best in class service, every 21 days our licensed applicators will treat both your front and back yard, focusing on the standing vegetation along the perimeter and interior of your property. We will pay special attention to the areas where you and your family spend the most time and any areas mosquitos, and ticks, may feed, breed or harbor.</p> <p>This service comes with our 100% satisfaction guarantee. If at any time, in between treatments, you notice an increase in mosquito activity, or your outdoor spaces become uncomfortable, just give us a</p>	2.5	0.00	\$1,330.00

call and we will send our team back out to perform a complimentary treatment at no charge.

Discount

(\$1,330.00)

Custom	Custom service	1	-1330.00	(\$1,330.00)
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Base	\$1,330.00
Discount	(\$1,330.00)
Subtotal	\$0.00
Tax	\$0.00
Total	\$0.00

P R O P O S E D S C H E D U L E

Service dates are subject to change based on weather and availability. We will notify you of any changes to your service dates two days prior to your appointment.

Date	Service
Wednesday, April 28	The Original Mosquito Squad Barrier Treatment
Wednesday, May 19	The Original Mosquito Squad Barrier Treatment
Wednesday, June 9	The Original Mosquito Squad Barrier Treatment
Wednesday, June 30	The Original Mosquito Squad Barrier Treatment
Wednesday, July 21	The Original Mosquito Squad Barrier Treatment
Wednesday, August 11	The Original Mosquito Squad Barrier Treatment
Wednesday, September 1	The Original Mosquito Squad Barrier Treatment

Notifications Email to cityadm@bluevalley.net

Click [here](#) if you no longer wish to receive notifications or related information about this proposal.

P R O P O S A L

Mosquito Squad of Marysville-Manhattan
 1176 Jayhawk Rd
 Marysville, KS 66508
 (785) 877-8486



Marysville.Manhattan@Mosquitosquad.com
<https://www.mosquitosquad.com/marysville-manhattan/>

Billing Address
 Marysville City Hall
 City of Marysville
 209 N. 8th ST
 Marysville, KS 66508
 (785) 562-5331 (Office)
 cityadm@bluevalley.net

Service Address
 Feldhausen Field
 306 Veterans Memorial Dr
 Marysville, KS 66508
 (785) 562-5331 (Office)

Date	April 7, 2021
Total	\$1,540.00

This proposal expires on 4/22/2021

Item	Description	Quantity	Rate	Amount
The Original Mosquito Squad Barrier Treatment	<p>The Original Barrier Treatment, pioneered by Mosquito Squad™ in 2005. With this best in class service, every 21 days our licensed applicators will treat both your front and back yard, focusing on the standing vegetation along the perimeter and interior of your property. We will pay special attention to the areas where you and your family spend the most time and any areas mosquitos, and ticks, may feed, breed or harbor.</p> <p>This service comes with our 100% satisfaction guarantee. If at any time, in between treatments, you notice an increase in mosquito activity, or your outdoor spaces become uncomfortable, just give us a call and we will send our team back out to perform a complimentary treatment at no charge.</p>	3	0.00	\$1,540.00
			Subtotal	\$1,540.00
			Tax 41	\$0.00

Total	\$1,540.00
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P R O P O S E D S C H E D U L E

Service dates are subject to change based on weather and availability. We will notify you of any changes to your service dates two days prior to your appointment.

Date	Service
Wednesday, April 28	The Original Mosquito Squad Barrier Treatment
Wednesday, May 19	The Original Mosquito Squad Barrier Treatment
Wednesday, June 9	The Original Mosquito Squad Barrier Treatment
Wednesday, June 30	The Original Mosquito Squad Barrier Treatment
Wednesday, July 21	The Original Mosquito Squad Barrier Treatment
Wednesday, August 11	The Original Mosquito Squad Barrier Treatment
Wednesday, September 1	The Original Mosquito Squad Barrier Treatment

Click [here](#) if you no longer wish to receive notifications or related information about this proposal.

P R O P O S A L

Mosquito Squad of Marysville-Manhattan
 1176 Jayhawk Rd
 Marysville, KS 66508
 (785) 877-8486



Marysville.Manhattan@Mosquitosquad.com

<https://www.mosquitosquad.com/marysville-manhattan/>

Billing Address

Marysville City Hall
 City of Marysville
 209 N. 8th ST
 Marysville, KS 66508
 (785) 562-5331 (Office)
 cityadm@bluevalley.net

Service Address

Marysville Country Club Lake
 2200 Carolina St.
 Marysville, KS 66508
 (785) 562-5331 (Office)

Date	April 7, 2021
Total	\$490.00

This proposal expires on 4/22/2021

Item	Description	Quantity	Rate	Amount
The Original Mosquito Squad Barrier Treatment	<p>The Original Barrier Treatment, pioneered by Mosquito Squad™ in 2005. With this best in class service, every 21 days our licensed applicators will treat both your front and back yard, focusing on the standing vegetation along the perimeter and interior of your property. We will pay special attention to the areas where you and your family spend the most time and any areas mosquitos, and ticks, may feed, breed or harbor.</p> <p>This service comes with our 100% satisfaction guarantee. If at any time, in between treatments, you notice an increase in mosquito activity, or your outdoor spaces become uncomfortable, just give us a call and we will send our team back out to perform a complimentary treatment at no charge.</p>	0.5	0.00	\$490.00
			Subtotal	\$490.00
			Tax	\$0.00

P R O P O S E D S C H E D U L E

Service dates are subject to change based on weather and availability. We will notify you of any changes to your service dates two days prior to your appointment.

Date	Service
Wednesday, April 28	The Original Mosquito Squad Barrier Treatment
Wednesday, May 19	The Original Mosquito Squad Barrier Treatment
Wednesday, June 9	The Original Mosquito Squad Barrier Treatment
Wednesday, July 28	The Original Mosquito Squad Barrier Treatment
Wednesday, August 18	The Original Mosquito Squad Barrier Treatment
Wednesday, September 8	The Original Mosquito Squad Barrier Treatment
Wednesday, September 29	The Original Mosquito Squad Barrier Treatment

Notifications Email to cityadm@bluevalley.net

Click [here](#) if you no longer wish to receive notifications or related information about this proposal.

P R O P O S A L

Mosquito Squad of Marysville-Manhattan
 1176 Jayhawk Rd
 Marysville, KS 66508
 (785) 877-8486



Marysville.Manhattan@Mosquitosquad.com
<https://www.mosquitosquad.com/marysville-manhattan/>

Billing Address

Marysville City Hall
 City of Marysville
 209 N. 8th ST
 Marysville, KS 66508
 (785) 562-5331 (Office)
 cityadm@bluevalley.net

Service Address

Koester House Museum
 919 Broadway St
 Marysville, KS 66508
 (785) 562-5331 (Office)

Date	April 7, 2021
Total	\$490.00

This proposal expires on 4/22/2021

Item	Description	Quantity	Rate	Amount
The Original Mosquito Squad Barrier Treatment	<p>The Original Barrier Treatment, pioneered by Mosquito Squad™ in 2005. With this best in class service, every 21 days our licensed applicators will treat both your front and back yard, focusing on the standing vegetation along the perimeter and interior of your property. We will pay special attention to the areas where you and your family spend the most time and any areas mosquitos, and ticks, may feed, breed or harbor.</p> <p>This service comes with our 100% satisfaction guarantee. If at any time, in between treatments, you notice an increase in mosquito activity, or your outdoor spaces become uncomfortable, just give us a call and we will send our team back out to perform a complimentary treatment at no charge.</p>	0.5	0.00	\$490.00
			Subtotal	\$490.00
			Taxes	\$0.00

P R O P O S E D S C H E D U L E

Service dates are subject to change based on weather and availability. We will notify you of any changes to your service dates two days prior to your appointment.

Date	Service
Wednesday, April 28	The Original Mosquito Squad Barrier Treatment
Wednesday, May 19	The Original Mosquito Squad Barrier Treatment
Wednesday, June 9	The Original Mosquito Squad Barrier Treatment
Wednesday, June 30	The Original Mosquito Squad Barrier Treatment
Wednesday, July 21	The Original Mosquito Squad Barrier Treatment
Wednesday, August 11	The Original Mosquito Squad Barrier Treatment
Wednesday, September 1	The Original Mosquito Squad Barrier Treatment

Notifications Email to cityadm@bluevalley.net

Click [here](#) if you no longer wish to receive notifications or related information about this proposal.

P R O P O S A L

Mosquito Squad of Marysville-Manhattan
 1176 Jayhawk Rd
 Marysville, KS 66508
 (785) 877-8486



Marysville.Manhattan@Mosquitosquad.com
<https://www.mosquitosquad.com/marysville-manhattan/>

Billing Address
 Marysville City Hall
 City of Marysville
 209 N. 8th ST
 Marysville, KS 66508
 (785) 562-5331 (Office)
 cityadm@bluevalley.net

Service Address
 Marysville Lions Park
 1604 North St.
 Marysville, KS 66508
 (785) 562-5331 (Office)

Date	April 7, 2021
Total	\$1,750.00

This proposal expires on 4/22/2021

Item	Description	Quantity	Rate	Amount
The Original Mosquito Squad Barrier Treatment	<p>The Original Barrier Treatment, pioneered by Mosquito Squad™ in 2005. With this best in class service, every 21 days our licensed applicators will treat both your front and back yard, focusing on the standing vegetation along the perimeter and interior of your property. We will pay special attention to the areas where you and your family spend the most time and any areas mosquitos, and ticks, may feed, breed or harbor.</p> <p>This service comes with our 100% satisfaction guarantee. If at any time, in between treatments, you notice an increase in mosquito activity, or your outdoor spaces become uncomfortable, just give us a call and we will send our team back out to perform a complimentary treatment at no charge.</p>	3.5	0.00	\$1,750.00
			Subtotal	\$1,750.00
			Tax 47	\$0.00

P R O P O S E D S C H E D U L E

Service dates are subject to change based on weather and availability. We will notify you of any changes to your service dates two days prior to your appointment.

Date	Service
Wednesday, April 28	The Original Mosquito Squad Barrier Treatment
Wednesday, May 19	The Original Mosquito Squad Barrier Treatment
Wednesday, June 9	The Original Mosquito Squad Barrier Treatment
Wednesday, June 30	The Original Mosquito Squad Barrier Treatment
Wednesday, July 21	The Original Mosquito Squad Barrier Treatment
Wednesday, August 11	The Original Mosquito Squad Barrier Treatment
Wednesday, September 1	The Original Mosquito Squad Barrier Treatment

Click [here](#) if you no longer wish to receive notifications or related information about this proposal.

Mosquito Squad Cost	2020	2021
City Park	\$1975.00	\$3680.00
Country Club Lake	\$350.00	\$490.00
Dargartz Park	\$0.00	\$0.00
Koester House Museum	\$350.00	\$490.00
Lyons Park	\$1100.00	\$1750.00
Feldhausen Field	\$1447.50	\$1540.00
TOTAL	\$5222.50	\$7950.00

Good evening Council. I am Crystal Leis, and will be managing the city pool this year. I am wanting to visit with you about the current uniform for the lifeguards. They are required to wear a red or Navy one piece swim suit according to the handbook. I would like to seek approval for the manager to have the ability to have a choice for the staff of 2 piece swim suits or one piece suits. I would also like to place the managers in black suits, so that they do stand out, and are easily seen by patrons and staff. These suits can be seen on page 1 of the Kiefer Aquatics magazine "Female workout 2-piece." They are tasteful, covering, and professional.

I would also like to discuss the Adult swim that we will be having Monday through Friday, but would like to possibly add Saturday and Sunday as well. I have 2 guards that are dedicated to morning swim only, and can do it 7 days a week. This would NOT put added stress on the 2 guards that will only guard in the mornings as this is what they are going to be specifically hired for. I would propose Saturday and Sunday swim be from 6am-10am. They would place the vacuum in the pool at the conclusion of each morning swim as well.



★★★★☆ 8 Reviews

RISE Guard Poly Bikini

SKU: LGS26GU

\$30.00



Size

Choose an Option... ▾

LIFEGUARD SUPPLIES AND SWIM SUIT POLICY

The City of Marysville will pay for one swim suit, tee and water bottle for each Lifeguard. Each Marysville Lifeguard will be provided one whistle and lanyard to be worn at all times while working at the pool. Ordering will take place through the City of Marysville in advance of the Pool opening. Purchase orders are needed for ordering equipment, supplies and suits to ensure they meet budget requirements. The appropriate taxes will be collected through payroll checks from each employee.

Swim suits for girls are to be one piece suits in red, blue or a combination of red and blue and should be identical for all girl Lifeguards. Swim suits for boys are to be trunks in red, blue or a combination of red and blue and should be identical for all boy Lifeguards. Suits provided by the City of Marysville for the current season should be worn every work day. If it is unavoidable due to a last minute call to fill in a suit issued by the City for a previous season can be worn. ***Absolutely no personal two piece suits will be allowed.*** Employees will be sent home to change and a repeated offense could result in disciplinary actions up to and including dismissal.

Sunscreen is provided for all Pool personnel and staff is strongly encouraged to use it. Sunburns are dangerous and can cause absences from work. Use sunscreen liberally (apply at least 1/2 hour before exposure to sun and reapply after swimming). Also make use of the shade umbrellas provided at the Pool.

A water bottle & cold water is provided for all Pool personnel and staff is strongly encouraged to drink plenty of water. Staying hydrated (and in the shade) is essential in avoiding heat-related illnesses.

The City of Marysville does not provide visors, caps or sun glasses. However, it is strongly encouraged that Lifeguards wear gear that will shade the eyes for better visibility of the pool, both on and beneath the surface.

The City of Marysville does not provide towels or footwear. It is suggested that Lifeguards bring a towel they may use for drying and for sitting upon when Lifeguard station surfaces are heated by the sun. Similarly, the pool deck can get hot and flip-flops to protect the feet are a good idea.

(Published in *The Marysville Advocate* on January 14, 2021)

ORDINANCE NO. 1896

AN ORDINANCE CREATING NEW SECTIONS 11-212, 11-213 AND 11-214 REQUIRING INDIVIDUALS TO WEAR MASKS OR OTHER FACE COVERINGS IN CERTAIN CIRCUMSTANCES; REQUIRING BUSINESSES AND ORGANIZATIONS TO REQUIRE ALL EMPLOYEES, CUSTOMERS, VISITORS, MEMBERS, OR MEMBERS OF THE PUBLIC TO WEAR A MASK OR OTHER FACE COVERING IN CERTAIN CIRCUMSTANCES; AND ESTABLISHING PENALTIES THEREFORE.

WHEREAS, the governing body of the City of Marysville prioritizes the protection of the health, safety, welfare and economic well-being of residents and visitors of the City of Marysville; and,

WHEREAS, the City of Marysville is facing a crisis with the pandemic and public health emergency of COVID-19, resulting in illness, quarantines, school closures, and temporary closure of businesses resulting in lost wages and financial hardship; and,

WHEREAS, the United States Department of Health and Human Services declared a public health emergency for COVID-19 beginning January 27, 2020; and,

WHEREAS, the World Health Organization declared a pandemic on March 11, 2020; and,

WHEREAS, a State of Disaster Emergency was proclaimed for the State of Kansas on March 12, 2020;
and,

WHEREAS, this worrying trend of increased COVID-19 spread is a danger to the health and safety of residents and visitors to the City of Marysville, and also presents a serious threat to reopening and reviving the City's economy; and,

WHEREAS, wearing a mask in public is the easiest and most effective way to protect each other to prevent COVID-19 spread and to help support local businesses, schools and at risk population; and,

WHEREAS, wearing a mask in public is not only safe and easy, it is necessary to avoid more restrictive local measures that could involve closing higher education institutions, K-12 schools, businesses, organized youth sports, and other important activities; and,

WHEREAS, for the aforementioned and other reasons, the governing body of the City of Marysville is acting pursuant to its constitutional home rule authority to provide for the health, safety, welfare and economic well-being of residents and visitors of the City of Marysville, by requiring that masks or other face coverings be worn as described in this ordinance.

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

Section 1. That Section 11-212 of the Code of Ordinances of the City of Marysville, Kansas, is hereby created to read as follows:

Sec. 11-212. Mask or other face coverings

(a) Definitions. The following words, terms, and phrases, when used in this section, shall have the meanings ascribed to them in this subsection.

(1) "Mask or other face covering" means a covering of the nose and mouth that is secured to the head with ties, straps, or loops over the ears or is simply wrapped around the lower face. A mask or other face covering can be made of a variety of synthetic and natural fabrics, including cotton, silk, or linen. Ideally, a mask or other face covering has two or more layers. A mask or other face covering may be factory-made, sewn by hand, or can be improvised from household items such as scarfs, bandanas, t-shirts, sweatshirts, or towels.

(2) "Public space" means any indoor or outdoor space or area that is open to the public; this does not include private residential property or private offices or workspaces that are not open to customers or public visitors.

(b) All persons in the city shall cover their mouths and noses with masks or other face coverings when they are in the following situations:

(1) Inside, or in line to enter, any indoor public space;

(2) Obtaining services from the healthcare sector in settings, including but not limited to, a hospital, pharmacy, medical clinic, laboratory, physician or dental office, veterinary clinic, or blood bank, unless directed otherwise by an employee thereof or a health care provider;

(3) Waiting for or riding on public transportation or while in a taxi, private car service, or ride-sharing vehicle; or,

(4) While outdoors in public spaces and unable to maintain a 6-foot distance between individuals (not including individuals who reside together) with only infrequent or incidental moments of closer proximity.

(c) The persons responsible for all businesses or organizations in the city must require all employees, customers, visitors, members, or members of the public to wear a mask or other face covering as follows:

(1) Employees, when working in any space visited by customers or members of the public, where distancing of six feet at all times is not possible;

(2) Employees, when working in any space where food is prepared or packaged for sale or distribution to others;

- (3) Employees, when working in or walking through common areas, such as hallways, stairways, elevators, and parking facilities;
 - (4) Customers, members, visitors, or members of the public, when in a facility managed by the business or organization; or
 - (5) Employees, when in any room or enclosed area where other people (except for individuals who reside together) are present and are unable to maintain a 6-foot distance except for infrequent or incidental moments of closer proximity.
- (d) The following individuals are exempt from wearing masks or other face coverings in the situations described in subsections (a) and (b):
- (1) Persons age five years or under—children age two years and under in particular should not wear a face covering because of the risk of suffocation;(2) Persons with a medical condition, mental health condition, or disability that prevents wearing a face covering—this includes persons with a medical condition for whom wearing a face covering could obstruct breathing or who are unconscious, incapacitated, or otherwise unable to remove a face covering without assistance;
 - (3) Persons who are deaf or hard of hearing, or communicating with a person who is deaf or hard of hearing, where the ability to see the mouth is essential for communication;
 - (4) Persons for whom wearing a face covering would create a risk to the person related to their work, as determined by local, state, or federal regulators or workplace safety guidelines;
 - (5) Persons who are obtaining a service involving the nose or face for which temporary removal of the face covering is necessary to perform the service;
 - (6) Persons who are seated at a restaurant or other establishment that offers food or beverage service, while they are eating or drinking, provided they maintain a 6-foot distance between individuals (not including individuals who reside together or are seated together) with only infrequent or incidental moments of closer proximity;
 - (7) Athletes who are engaged in an organized sports activity that allows athletes to maintain a 6-foot distance from others with only infrequent or incidental moments of closer proximity;
 - (8) Persons who are engaged in an activity that a professional or recreational association, regulatory entity, medical association, or other public-health-oriented entity has determined cannot be safely conducted while wearing a mask or other face covering;
 - (9) Persons engaged in a court-related proceeding held or managed by the Kansas Judiciary; and,

(10) Persons engaged in any lawful activity during which wearing a mask or other face covering is prohibited by law.

(e) USD 364 shall be exempt from this ordinance as they are governed by Kansas State High School Activities Association.

11-213. Penalty for Violating 11-212

A violation of any provision of Section 11-212 shall be punished as follows:

- (1) A person found in violation of 11-212 shall be punished with a fine of \$20.
- (2) A business found in violation of 11-212 shall be punished with a fine of \$50.

No court costs shall be assessed as a result of conviction.

The person responsible for any business or organization that does not comply with Section 22-71(b) includes a sole proprietor, or any officer, partner, member, manager, director, or other supervisor for the business or organization, who may be held jointly and severally responsible for such violation with respect to any enforcement of the violation.

11-214 Mask or other face coverings; effective term.

The provisions of Section 11-212 through Section 11-213 of the city code shall be in effect until 11:59 p.m. on April 1, 2021.

Section 2. Effective Date. This ordinance shall take effect upon publication in the official city newspaper.

PASSED BY THE GOVERNING BODY OF THE CITY OF MARYSVILLE, KANSAS,
THIS 11th DAY OF JANUARY 2021.

Jason Barnes, Mayor

ATTEST:

Lucinda Holle, City Clerk

ORDINANCE NO. 1898

**AN ORDINANCE AMENDING SECTION 2-218 OF ARTICLE 2,
CHAPTER II, ANIMAL CONTROL AND REGULATION, OF THE
2020 CODE OF THE CITY OF MARYSVILLE, MARSHALL COUNTY,
KANSAS.**

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

ARTICLE 2. ANIMAL CONTROL AND REGULATION

2-218. KEEPING ANIMALS. It shall be unlawful for the owner, occupant, lessee or person in charge of any premises in the city to possess and maintain any animal or fowl within the city or permit to be maintained thereon any stable, shed, pen or other place where horses, mules, cattle, sheep, goats or swine, pigeons, chickens, ducks, geese, or any other undomesticated animals are kept.

This provision shall not apply to:

- (a) The maintaining of horses, cows and not more than 6 hen chickens on two or more contiguous acres of land.
- (b) The maintaining of dogs which are regulated by Article 2 of this chapter.
- (c) The maintaining of nonpoisonous and non-vicious animals and fowl which are commonly kept as household pets, such as hamsters, rabbits, parakeets, and comparable animals, when kept as household pets and in a safe and sanitary manner in accordance with section 2-220 of this chapter. For purposes of this section and ordinance, pigeons, including racing pigeons, shall not be deemed household pets.
- (d) The transporting of animals through the city by ordinary and customary means.
- (e) The raising of stock and poultry as regulated by zoning regulations in the A-1 Agricultural District.

Section 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 3. This ordinance shall take effect and be in force on April 29, 2021 following its passage and publication in the official city newspaper.

PASSED BY THE COUNCIL AND APPROVED BY THE MAYOR this eighth of July 2019.

ATTEST:

CARLA GRUND
Mayor

LUCINDA HOLLE
City Clerk

(SEAL)

MEMORANDUM

Date: April 21, 2021

To: Mayor, City Council

Fr: City Attorney

Re: Intermodal Storage Containers

I was asked at a prior meeting to review comments from the City Council members, Staff members and Planning Commission members regarding Intermodal Storage Containers. I can safely state that there was no clear consensus concerning any regulatory requirements. Nor was there any clear consensus on how such regulatory requirements would be enforced.

I have drafted two ordinances: one relying upon the City's police powers and one that is part of the zoning regulations.

I understand that these types of containers can be converted into a home. The ordinances could be changed to allow for that type of conversion. If allowed, then I would suggest that the City Council require such units to meet the Marysville Minimum Housing Code.

I would also point out that the ordinance that changes the zoning regulations lists several districts where intermodal storage containers are permissible upon review. The list of districts can be added or reduced depending on the direction of the City Council. The zoning administrator plans to attend the meeting and discuss each of the zones.

(Published in the Marysville Advocate, the Official City Paper, on _____, 2021)

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ZONING REGULATIONS REGARDING THE PLACEMENT OF INTERMODAL STORAGE CONTAINERS UPON PRIVATE AND PUBLIC PROPERTY WITH IN THE CITY OF MARYSVILLE, KANSAS

Whereas, the placement of intermodal containers (also known as “storage/shipping containers”) may have significant impact on residential and business property values and may cause harm to the aesthetic beauty and pleasure of the City of Marysville as a small active and growing rural community, which may be occasioned by the inappropriate placement of such units in said City;

Whereas, the City Council passed a moratorium upon the further placement of such containers within the City to allow the City Council additional time to study the effect of the placement of such containers and to evaluate the comments of the City Council members, City staff, the City Planning Commission and other stakeholders;

Whereas, the City of Marysville has recognized that regulations are necessary in order to protect the health, welfare and safety of the City residents and businesses;

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

Section 1: Definitions. Intermodal Storage Container, also known as Storage/Shipping Container means a metal, fiberglass or similar unit designed for intermodal freight transport, used for different modes of transport, including shipping, rail and truck – without unloading and reloading the cargo. Intermodal Containers shall not be construed to include trash receptacle or roll-off dumpsters smaller than 240 square feet in area, trailers utilized on construction sites, accessory buildings, sheds, storage sheds whether metal or other material, or metal tool boxes or containers.

Section 2. Use Permitted upon Review. Intermodal Storage Containers for use in the R-R, Rural Residential District; S-R (1,2-3) Suburban Residential District; R-1, Residential Single Family District; R-2, Residential Single Family with Limited Mixed Density; R-3 Residential Single Family with Restricted Light Industrial District; A-1, Agricultural District; C-1, Central Commercial District; C-2, General Commercial District; C-3, Commercial Highway District; I-1, Restricted Light Industrial District; I-2, General Industrial District; and I-3, Heavy Industrial District shall be deemed a Use Permitted Upon Review for each of the zoning districts listed, subject to review and approval by the Planning Commission in accordance with Sections 3-7, 3-8 and 3-9 of Marysville Unified Land Development Code.

Section 3. The Planning Commission shall determine (a) whether the proposed site for placement of a Intermodal Storage Container is harmful to the general character of the neighborhood in which the container is to be located; (b) whether the proposed placement will disturb the peaceful and quiet enjoyment of other property owners located in the general area; (c) whether the proposed placement will create a safety or other hazard to the public; (d) whether permitted use consistent with the storage standards for uses in the various zoning districts; and (e) whether site improvements, which may include parking, drainage, water, sewer, landscaping, fire and structural

compliance, are required. The Planning Commission may approve, deny or impose additional requirements or conditions to be placed on use of Intermodal Storage Containers in the zones listed herein.

Section 4. Storage standards for uses in the R-R, Rural Residential District; S-R (1,2-3) Suburban Residential District; R-1, Residential Single Family District; R-2, Residential Single Family with Limited Mixed Density; R-3 Residential Single Family with Restricted Light Industrial District are as follows:

- A.) Containers shall not be larger than 240 square feet in area, and shall have effective anchoring/foundation.
- B.) Containers must be painted in color that is the same color palate as the residential or business structure.
- C.) Containers shall not be placed in the front yard or street yard of any residential property.
- D.) Containers shall not have signage or advertising.
- E.) Containers shall be placed in accordance with the current setbacks and criteria as specified in the Marysville Unified Land Development Code.
- F.) Containers shall not be placed in a manner that impedes access to a public right-of-way, public utility or drainage easement, adjacent structures, or buildings.
- G.) Containers shall not connect to utility services, with the exception of electricity, nor shall any other utility services be utilized within a container.
- H.) Vertical stacking and/or the stacking of materials on top of the storage unit is prohibited.
- I.) Containers shall be safe, structurally sound, in good repair, and placed on a stable surface. Any container that becomes unsound, unstable or otherwise dangerous, as determined by the City Code Enforcement Officer, shall be immediately repaired or removed by the property owner and at the expense of the property owner.
- J.) Only one Intermodal Storage Container shall be situated upon the premises.

Section 5. Storage standards for uses in the A-1, Agricultural District; are as follows:

- A.) Containers shall not be larger than 500 square feet in area, and shall have effective anchoring/foundation. In addition to other accessory buildings, no more than 3 Intermodal Containers shall be placed on property zoned agricultural.
- B.) Containers must be painted in color that is the same color palate as the business structure.
- C.) Containers shall not be placed in the street yard of any property in an agricultural use zone.

- D.) Containers shall not have signage or advertising.
- E.) Containers shall be placed in accordance with the current setbacks and criteria as specified in the Marysville Unified Land Development Code.
- F.) Containers shall not be placed in a manner that impedes access to a public right-of-way, public utility or drainage easement, adjacent structures, or buildings.
- G.) Containers shall not connect to utility services, with the exception of electricity, nor shall any other utility services be utilized within a container.
- H.) Vertical stacking and/or the stacking of materials on top of the storage unit is prohibited.
- I.) Containers shall be safe, structurally sound, in good repair, and placed on a stable surface. Any container that becomes unsound, unstable or otherwise dangerous, as determined by the City Code Enforcement Officer, shall be immediately repaired or removed by the property owner and at the expense of the property owner.

Section 6. Storage standards for uses in the; C-1, Central Commercial District; C-2, General Commercial District; C-3, Commercial Highway District are as follows:

- A.) Containers shall not be larger than 500 square feet in area, and shall have effective anchoring/foundation.
- B.) Containers must be painted in color that is the same color palate as the business structure.
- C.) Containers shall not be placed in the front yard or street yard of any commercially-zoned property.
- D.) Containers shall not have signage or advertising.
- E.) Containers shall be placed in accordance with the current setbacks and criterial as specified in the Marysville Unified Land Development Code.
- F.) Containers shall not be placed in a manner that impedes access to a public right-of-way, public utility or drainage easement, adjacent structures, or buildings.
- G.) Containers shall not connect to utility services, with the exception of electricity, nor shall any other utility services be utilized within a container.
- H.) Vertical stacking and/or the stacking of materials on top of the storage unit is prohibited.
- I.) Containers shall be safe, structurally sound, in good repair, and placed on a stable surface. Any container that becomes unsound, unstable or otherwise dangerous, as determined by the City Code Enforcement Officer, shall be immediately

repaired or removed by the property owner and at the expense of the property owner.

- J.) Only one Intermodal Storage Container or other accessory storage building shall be situated upon the premises.

Section 7. Storage standards for uses in I-1, Light Industrial District; Restricted Light Industrial District; I-2, General Industrial District; and I-3, Heavy Industrial District are as follows:

- A.) Containers shall not be larger than 500 square feet in area, and shall have effective anchoring/foundation.
- B.) Containers shall not be used to store hazardous waste or flammable products.
- C.) In addition to other accessory buildings, no more than 3 Intermodal Containers shall be placed on property zoned for industrial uses.
- D.) Containers must be painted in color that is the same color palate as the business structure.
- E.) Containers shall not have signage or advertising.
- F.) Containers shall be placed in accordance with the current setbacks and criteria as specified in the Marysville Unified Land Development Code.
- G.) Containers shall not be placed in a manner that impedes access to a public right-of-way, public utility or drainage easement, adjacent structures, or buildings.
- H.) Containers shall not connect to utility services, with the exception of electricity, nor shall any other utility services be utilized within a container.
- I.) Vertical stacking and/or the stacking of materials on top of the storage unit is prohibited.
- J.) Containers shall be safe, structurally sound, in good repair, and placed on a stable surface. Any container that becomes unsound, unstable or otherwise dangerous, as determined by the City Code Enforcement Officer, shall be immediately repaired or removed by the property owner and at the expense of the property owner.

Section. 8. Notwithstanding the provisions set forth above, the temporary placement of such containers for the limited purpose of loading or unloading household contents or business inventory to be sold at retail or wholesale or machinery parts and equipment shall be permitted for a period of time not exceeding 30 days. Further, notwithstanding the provisions set forth above, licensed contractors may use such containers for the temporary location of an office, equipment and/or materials storage structure during construction or demolition which is taking place on the property where the container will be located or on the adjoining street so long as the placement of such containers does not exceed 180 days. The time limitations may be extended upon approval by the City Council. The failure to observe the time limitation or obtain an extension from the

City Council shall be deemed an unclassified misdemeanor subject to fine and imprisonment for each day the time limitation is violated.

Section 9: This Ordinance shall take effect and be in force from and after its passage, approval and publication once in the official City newspaper.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON ____ of April, 2021.

Jason Barnes, Mayor

(Seal)

Attest:

Lucinda Holle, City Clerk

(Published in the Marysville Advocate, the Official City Paper, on _____, 2021)

ORDINANCE NO. _____

AN ORDINANCE REGULATING THE PLACEMENT OF STORAGE CONTAINERS, SHIPPING CONTAINERS, UPON PRIVATE AND PUBLIC PROPERTY WITH IN THE CITY OF MARYSVILLE, KANSAS

Whereas, the placement of intermodal containers (also known as “storage/shipping containers”) may have significant impact on residential and business property values and may cause harm to the aesthetic beauty and pleasure of the City of Marysville as a small active and growing rural community, which may be occasioned by the inappropriate placement of such units in said City;

Whereas, the City Council passed a moratorium upon the further placement of such containers within the City to allow the City Council additional time to study the effect of the placement of such containers and to evaluate the comments of the City Council members, City staff, the City Planning Commission and other stakeholders;

Whereas, the City of Marysville has recognized that regulations are necessary in order to protect the health, welfare and safety of the City residents and businesses;

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

Section 1: That Chapter 8 of the Marysville City Code should be amended to include the following new section:

Intermodal, Storage/Shipping Containers

(a) **Definitions.** Intermodal Container, also known as Storage/Shipping Container means a metal, fiberglass or similar unit designed for intermodal freight transport, used for different modes of transport, including shipping, rail and truck – without unloading and reloading the cargo. Intermodal Containers shall be not construed to include trash receptacle or roll-off dumpster smaller than 240 square feet in area, trailers utilized on construction sites, accessory buildings, sheds, storage sheds whether metal or other material, or metal tool boxes or containers.

(b) Intermodal containers, shipping/storage containers of any size or configuration shall not be allowed to be placed on private property within the corporate city limits of the City of Marysville unless it meets the following criteria:

1. A building permit is required prior to placement of an intermodal container, ensuring effective anchoring/foundation. The application shall show the proposed container meets the placement criteria for the zone.
2. Containers must be painted in color that is the same color palate as the residential or business structure.

3. Containers shall not be placed in the front yard or street yard of any residential property.
4. Containers shall not have signage or advertising.
5. Containers shall be placed in accordance with the current setbacks and criteria as specified in the Marysville Unified Land Development Code.
6. Containers shall not be placed in a manner that impedes access to a public right-of-way, public utility or drainage easement, adjacent structures, or buildings.
7. Containers shall not connect to utility services, with the exception of electricity, nor shall any other utility services be utilized within a container.
8. Vertical stacking and/or the stacking of materials on top of the storage unit is prohibited.
9. Containers shall be safe, structurally sound, in good repair, and placed on a stable surface. Any container that becomes unsound, unstable or otherwise dangerous, as determined by the City Code Enforcement Officer, shall be immediately repaired or removed by the property owner and at the expense of the property owner.

(c) Intermodal containers, shipping/storage containers can be temporarily placed on private property or public streets or rights-of-way for purposes of construction or demolition with appropriate permits. If placement exceeds 90 days, the property owner may apply for an extended permit, not to exceed one (1) year.

(d) Intermodal containers placed on private property prior to the adoption of this ordinance shall be removed within one year from said property if not brought into compliance with the requirements provided herein.

(e) Failure of the property owner to abide by the regulations set forth herein will be punishable by a fine of \$25.00 per day, for each day the container is allowed to be located on the premises in violation of this Ordinance. A separate offense shall be deemed committed on each day the violation is allowed to exist.

Section 2: This Ordinance shall take effect and be in force from and after its passage, approval and publication once in the official City newspaper.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON ____ of April, 2021.

Jason Barnes, Mayor

(Seal)

Attest:

Lucinda Holle, City Clerk

12-10-20



Broken Window on
east side of house



Broken window and
missing siding north
side of house

12-10-20



East side of house. Driveway is full of Miscellaneous item to make it when you can not walk up to house.



Picture of meter shows there is no electrical at the property

12-10-20

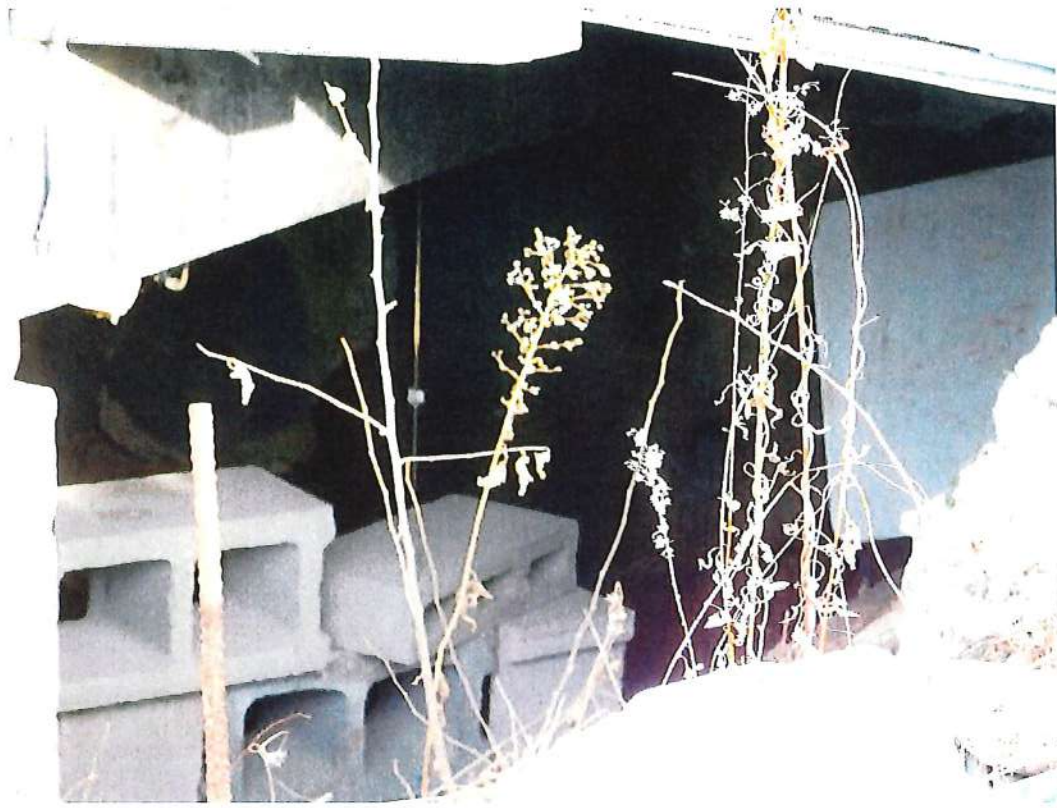


Southwest corner
of the house.
Mortar is missing
between limestone
blocks



Paint peeling on
North side of house
and under eaves

12-10-20



under back porch

I scared a cat
out of here when
I was taking
pictures



Back Porch

12-10-20



Miscellaneous Items
Scattered across
South porch and
Yard



Siding missing
on garage

12-10-20



Siding missing on the garage.



cistern lid open
where kids could
fall in

12-10-20



Looking in window on East side of house. House is full of miscellaneous items. I don't even think you could get inside the window.



Looking in the Basement window. Looks like boards slid in the window

4-21-21



Top: front yard and porch cleaned up

Bottom: Window fixed. Siding still missing



4-21-21



East side of house: Window fixed. Made progress but still a lot of items in side yard.
I did an electrical inspection and there is a meter for electric now.



4-21-21



Front: Painted area of peeling paint

There is still siding missing on northwest corner



4-21-21



West side: Foundation of house repaired.

Back porch: foundation under porch not repaired. Dirt work not done to make ground slope away from porch.



4-21-21



Top: siding missing on garage

Bottom: siding missing on garage. This area still has accumulated items that need cleaned up.



4-21-21



This picture is the back yard. He has cleaned up a lot of the items that were here before.

CONVENTION AND TOURISM

DATE	EVENT	FUND USE	AMT	PREV. AMT	COMMENTS
4/16/2021	Multiple ads for a C&T director	Advertise for C & T Director-Facebook	\$60.00	\$ -	Facebook reimburse Michelle Whitesell Indeed invoices were reimbursed to Mandy Cook Paid to papers. 1/2 total to be paid by Pony Exp
		Indeed	\$140.00		
		Advocate & Courier Tribune	\$55.50		
4/19/2021	Web Hosting	Pay 502 Media for web hosting of Visit Marysville website	\$600.00	\$ -	Last paid in 2017

\$855.50

Surplus Property - Firearms

Item #1: Taurus, .45, PT 845 (Departmental Gun)



Item #2: Taurus, 9mm, PT 809c (Departmental Gun)



Item #3: Mossberg 12 ga. Shotgun (Departmental Gun)



Item #4: Eastfield Model 916 Shotgun (Held Property, Owner Not Claimed)



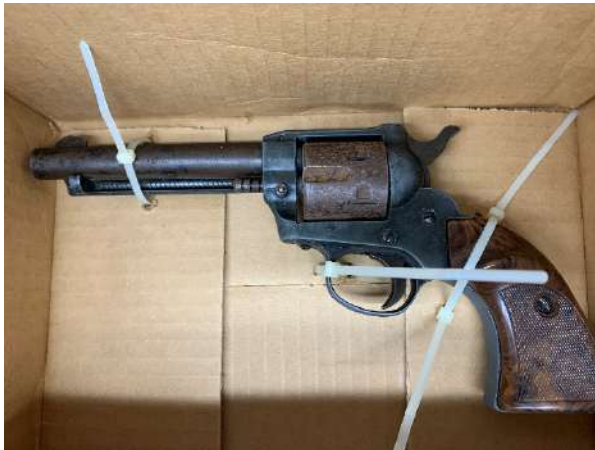
Item #5: FNP-357, Serial #61EMR10642, (Criminally Forfeited, Not Asset Forfeiture)



Item #6: Beretta Pietro (Criminally Forfeited, Not Asset Forfeiture)



Item #7: Rohm Revolver (Criminally Forfeited, Not Asset Forfeiture)



Item #8: Smith and Wesson Revolver, .357 (Criminally Forfeited, Not Asset Forfeiture)



Item #9: Smith and Wesson MP9c (Criminally Forfeited, Not Asset Forfeiture)



APRIL 26, 2021 -----ORDINANCE NO. 3746

TOTAL OF EXPENDITURES IN FUNDS AS FOLLOWS:

FUND		
100	GENERAL	\$ 217,888.28
200	WATER REVENUE	66,477.71
300	SEWAGE REVENUE	47,628.96
403	AIRPORT REVOLVING	360.00
411	SPECIAL IMPROVEMENT	8,000.00
512	LIBRARY REVOLVING	6,864.37
600	SWIMMING POOL SALES TAX	170,257.40
707	KOESTER BLOCK MAINTENANCE	17,611.87
711	EMPLOYEE BENEFIT	30,801.47
715	TRANSIENT GUEST TAX	5,604.67
800	SALES TAX IMPROVEMENTS	<u>31,568.22</u>
	TOTAL ORDINANCE	\$ 603,062.95

INVOICE APPROVAL LIST REPORT - SUMMARY BY VENDOR

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Vendor Name	Vendor No.	Invoice Description	Check No.	Check Date	Check Amount
ACME PLUMBING	2268	ROTO ROOTER DRAIN AT DOG POUND	0	00/00/0000	158.75
				Vendor Total:	<u>158.75</u>
ADVANCE INSURANCE COMPANY	997	LIFE INSURANCE PREMIUM-MAY	0	00/00/0000	283.04
				Vendor Total:	<u>283.04</u>
AFLAC-REMITTANCE PROCESS SE	528	INSURANCE PREMIUM-APRIL	0	00/00/0000	1,251.61
				Vendor Total:	<u>1,251.61</u>
ARBOR INK	1723	10 INVOICE BOOKS	0	00/00/0000	184.92
				Vendor Total:	<u>184.92</u>
BARDAVON	2669	POET PREEMPLOYMENT TESTING SAMANTHA PENNINGTON	0	00/00/0000	75.00
				Vendor Total:	<u>75.00</u>
BEACON ATHLETICS	2780	PITCH PRO MOUND&RPR KIT-8" PORTABLE PITCH MOUND-LAKEVIEW	0	00/00/0000	3,994.40
				Vendor Total:	<u>3,994.40</u>
BG CONSULTANTS, INC.	0823	NEW FIRE STATION DESIGN,BID,& CONST ADMIN PJT201172M PYMNT12	0	00/00/0000	8,000.00
				Vendor Total:	<u>8,000.00</u>
BLUE CROSS BLUE SHIELD INSUR	0091	HEALTH INSURANCE PREMIUM-APRIL * Dental	0	00/00/0000	34,256.93
				Vendor Total:	<u>34,256.93</u>
BLUE VALLEY DOOR CO, INC	1390	OVERHEAD DOOR,PARTS,&INSTALL STREET SHOP	0	00/00/0000	4,970.00
				Vendor Total:	<u>4,970.00</u>
BLUE VALLEY TRAILERS INC	2626	MOWER BLADES FOR NEW HUSTLER MOWERS	0	00/00/0000	275.25
				Vendor Total:	<u>275.25</u>
BOND & INTEREST ACCOUNT #1	0066	TRANSFER WATER TOWER PJT	0	00/00/0000	13,250.00
				Vendor Total:	<u>13,250.00</u>
BOND & INTEREST ACCOUNT #1A	332	TRANSFER LAGOONS	0	00/00/0000	4,115.00
				Vendor Total:	<u>4,115.00</u>
CAPITAL IMPROVEMENTS FUND	1990	TRANSFER PER BUDGET	0	00/00/0000	1,000.00
				Vendor Total:	<u>1,000.00</u>
CHARLIE'S CONSTRUCTION, INC	0417	REPAIR LEVEE GATE #4-LABOR	0	00/00/0000	700.00
				Vendor Total:	<u>700.00</u>
CITIZENS STATE BANK	0050	EMPLOYEE PAYROLL #618	46514	04/21/2021	46,185.22 H
				Vendor Total:	<u>46,185.22</u>
COMMERCE BANK-COMMERCIAL	2055	OFFICE CHAIRS,CPO TRNG,FLASH DR,DVD,ETHERNET SPLIT,ETC	46511	04/15/2021	1,210.48 H
				Vendor Total:	<u>1,210.48</u>
CONNEY SAFETY PRODUCTS	374	17 BOXES OF BANDAGES ASSORTED	0	00/00/0000	251.81
				Vendor Total:	<u>251.81</u>
CRAFCO, INC	2686	MASTIC & ROADSaver PLEXI MELT FOR CRACK SEAL MACHINE *Cold patch	0	00/00/0000	9,899.19
				Vendor Total:	<u>9,899.19</u>
CROME LUMBER INC.	2235	GARAGE DOOR,LEFT SNIP,AIR HOSE &END,RAKES,PAINT,CEMENT,ETC	0	00/00/0000	1,375.70
				Vendor Total:	<u>1,375.70</u>
DANKO EMERGENCY EQUIP. CO.	702	RPL INTAKE STRAINER&RPR DAMAGE FIRE HOSE	0	00/00/0000	1,109.10
				Vendor Total:	<u>1,109.10</u>
DARRIN'S AUTO REPAIR	2439	RPL OIL PRESSURE SWITCH #2568	0	00/00/0000	254.01
				Vendor Total:	<u>254.01</u>

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Vendor Name	Vendor No.	Invoice Description	Check No.	Check Date	Check Amount
DAVE'S BODY SHOP	4012	4 NEW TIRES #1003 & OIL CHANGE #1567 + 1 mower tire	0	00/00/0000	890.84
				Vendor Total:	890.84
DTA ENTERPRISES	2693	1 CASE (250 ROUNDS) REMINGTON 12GA SLUGS-TRAINING	0	00/00/0000	250.00
				Vendor Total:	250.00
ECHO GROUP, INC	1629	12GA ELECTRICAL WIRE,BALLASTS, &MOTION DETECT LIGHT SWITCHES	0	00/00/0000	505.72
				Vendor Total:	505.72
EFT-FEDERAL TAX,FICA,MEDICAR	2025	FEDERAL TAX, FICA, & MEDICARE	0	00/00/0000	13,740.32
				Vendor Total:	13,740.32
EHNEN'S AUTOMOTIVE	2082	POWER RATCHET,BTRY,LIGHTS,OIL, FILTER,STEER/TRANS FLUID,ETC	0	00/00/0000	1,241.04
				Vendor Total:	1,241.04
ELLIOTT EQUIPMENT CO.	2197	MUDFLAPS-SEWER VAC TRUCK #2515	0	00/00/0000	146.51
				Vendor Total:	146.51
EMC INSURANCE COMPANIES	905	INSURANCE POLICY 1X75480 LESS LIBRARY SHARE (\$2041) + Insurance claim-Sewer back up 6/10 N 11th	0	00/00/0000	127,770.92
				Vendor Total:	127,770.92
EVANGELICAL U.C.C.	1619	RECYCLING OPERATION-APRIL	0	00/00/0000	150.00
				Vendor Total:	150.00
FASTENAL	1894	SAFETY GLASSES,EAR PLUGS,&COMP SPRINGS	0	00/00/0000	91.11
				Vendor Total:	91.11
FILM AT ELEVEN, INC.	1689	2 TOOL BOXES-NEW INSPECTOR TRUCK #1501	0	00/00/0000	1,166.00
				Vendor Total:	1,166.00
FIRE EQUIPMENT RESERVE FUND	1988	TRANSFER PER BUDGET + Donation	0	00/00/0000	3,075.00
				Vendor Total:	3,075.00
FOLEY EQUIPMENT	2171	RPL BLOCK HEATER-GENERATOR MAIN PUMP STATION	0	00/00/0000	2,000.19
				Vendor Total:	2,000.19
GENERAL FUND	1986	TRANSFER PER BUDGET	0	00/00/0000	37,496.00
				Vendor Total:	37,496.00
GODFREY'S	2704	BULLET PROOF VEST/CARRIER- ESCALANTE	0	00/00/0000	1,200.10
				Vendor Total:	1,200.10
GRAINGER, INC	1234	SWING CHECK VALVES 2"	0	00/00/0000	156.56
				Vendor Total:	156.56
HARD ROCK QUARRIES, LLC	2680	263.51 TON CRUSHED ROCK STOCK PILE	0	00/00/0000	4,545.55
				Vendor Total:	4,545.55
HOMETOWN LUMBER, INC.	987	CEILING TILE,PAINT/SUPPLIES, PLUMBING&ELECTRIC PARTS,ETC	0	00/00/0000	253.60
				Vendor Total:	253.60
HONEYMAN FORD-MERCURY	2006	RPL CABLE TO RADIO DISPLAY & THERMOSTAT #1001	0	00/00/0000	146.43
				Vendor Total:	146.43
IDNTITEEZ	1957	36 T-SHIRTS ST DEPT-WILBUR,ED, GARY,LARRY,KEVIN,&BRIAN	0	00/00/0000	468.00
				Vendor Total:	468.00
JEREMY HENDERSON	2749	JANITORIAL SERVICE CITY HALL MARCH X4	0	00/00/0000	300.00
				Vendor Total:	300.00

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K.P.E.R.S. EFT	0103	RETIREMENT CONTRIBUTIONS	0	00/00/0000	9,021.90
				Vendor Total:	9,021.90
KANSAS PAYMENT CENTER	1238	WITHOLDING ORDER MS16DM000002	0	00/00/0000	383.08
				Vendor Total:	383.08
KANSAS RETAILERS' SALES TAX	867	SALES TAX DUE-MARCH	46510	04/15/2021	910.43 H
				Vendor Total:	910.43
KANSAS WATER FEE	1423	WATER PROTECT/CLEAN DRINK FEE QTR 1 2021	0	00/00/0000	1,299.90
				Vendor Total:	1,299.90
KANSAS WITHHOLDING TAX	0299	STATE TAX WITHHELD	0	00/00/0000	2,395.36
				Vendor Total:	2,395.36
KRAMER OIL CO., INC	0035	GASOLINE & DIESEL	46513	04/15/2021	4,761.75 H
				Vendor Total:	4,761.75
LANDOLL CORPORATION	0093	WELD BRACKET ON GRAPPLE-LOADER & METAL FOR SPRAYER MOUNT, ETC	0	00/00/0000	999.11
				Vendor Total:	999.11
LATTA PLUMBING, INC.	0079	COPPER ADAPTERS(3)-FELDHAUSEN FIELD	0	00/00/0000	35.81
				Vendor Total:	35.81
JOE LIENEMANN	2240	DUMMY ROUNDS FOR TRAINING REIMBURSE JOE LIENEMANN	0	00/00/0000	40.94
				Vendor Total:	40.94
MARSHALL CO TRANSFER STATIC	664	LANDFILL FEES	0	00/00/0000	18.00
				Vendor Total:	18.00
MARYSVILLE ADVOCATE	0017	ORD 1897-MASKS,BID INVITE FOR AIRPORT PJT,ADS-DUMP/HELP WANT	0	00/00/0000	775.38
				Vendor Total:	775.38
MARYSVILLE CHAMBER & MAIN ST	0013	2021 CONTRIBUTION PER CONTRACT 2ND QTR	0	00/00/0000	5,000.00
				Vendor Total:	5,000.00
MARYSVILLE FIRE DEPARTMENT	1345	FIREMENS CONTRIBUTIONS-APRIL	0	00/00/0000	590.00
				Vendor Total:	590.00
MARYSVILLE READY MIX, INC	0089	13.75YD CONCRETE-CURB/ALLEY S 12TH ST & MANHOLES-S 6TH ST	0	00/00/0000	1,927.04
				Vendor Total:	1,927.04
MARYSVILLE ROTARY CLUB	0165	LUNCHEON FEES,DUES,&FOUNDATION ST JOHN&ACKERMAN(1ST&2ND QTR)	0	00/00/0000	379.00
				Vendor Total:	379.00
MICRO-COMM INC.	2014	NEW COMPUTER FOR SCADA SYSTEM & SET UP	0	00/00/0000	3,603.00
				Vendor Total:	3,603.00
MILEAGE & MEAL REIMBURSEMENT	2428	REIMBURSE CDL FEES-RUSTY WOHLBRANDT	0	00/00/0000	41.00
				Vendor Total:	41.00
MUNICIPAL SUPPLY, INC	579	MANHOLE RISERS,JOINT SEAL,EXT RINGS,IB PIPE,&COUPLINGS	0	00/00/0000	1,720.90
				Vendor Total:	1,720.90
NEBRASKA CHILD SUPPORT PAYM	1399	WITHOLDING ORDER AR2EQ4LJX2CMK	0	00/00/0000	242.77
				Vendor Total:	242.77
NEMAHA MARSHALL R E C	1044	ELECTRICITY-ST LIGHTS,WELLS,& LIFT STATIONS + Bill board	46512	04/15/2021	1,603.95 H

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Vendor Name	Vendor No.	Invoice Description	Check No.	Check Date	Check Amount
				Vendor Total:	1,603.95
NETWORK COMPUTER SOLUTION	2223	FIRMWARE UPDATE & REINSTALL DRIVER-WILL& QUICK SCAN-SERVER, <i>Antivirus / Cloud monthly, + wireless hosting</i>	0	00/00/0000	627.81
				Vendor Total:	627.81
NETWORKS PLUS	2736	2 NEW COMPUTERS & INSTALLATION WATER SHOP & PLANT, <i>monthly remote monitoring</i> <i>+ firewall, + install server-body cams</i>	0	00/00/0000	4,081.50
				Vendor Total:	4,081.50
OEHM PLUMBING & HEATING	1616	RPR WATER LINES-KOESTER MUSEUM FROZEN-INSURANCE CLAIM	0	00/00/0000	281.08
				Vendor Total:	281.08
OLSSON ASSOCIATES	1950	AIRPORT ACCESS RD& PARKING LOT PROJECT-PART DESIGN & GEOTECH	0	00/00/0000	39,617.75
				Vendor Total:	39,617.75
OTT ELECTRIC, INC	0037	WATER HEATER INSTALLED-BOY SCOUT CABIN & LAGOON SAMPLES	0	00/00/0000	847.49
				Vendor Total:	847.49
PITNEY BOWES, INC	0838	POSTAGE METER RENT 2/10-5/9	0	00/00/0000	146.40
				Vendor Total:	146.40
PRAIRIE FIRE COFFEE SYSTEMS	0229	COFFEE-POLICE DEPARTMENT	0	00/00/0000	52.90
				Vendor Total:	52.90
PROPET DISTRIBUTORS, INC	2781	10 GALLON DOGIPOT TRASHCAN LID	0	00/00/0000	20.75
				Vendor Total:	20.75
QUILL CORPORATION	0132	PAPER TOWELS, TOILET PAPER, & USB CABLE	0	00/00/0000	109.57
				Vendor Total:	109.57
REEVES-WIEDEMAN COMPANY	2615	PRESSURE VAC BREAKER & BALL VALVE-FELD FIELD SPRINKLER	0	00/00/0000	567.25
				Vendor Total:	567.25
SALES TAX FUND	2775	SWIM POOL LOAN PAYMENT 1A REPAY CITY FUNDS	0	00/00/0000	164,630.00
				Vendor Total:	164,630.00
SECURITY EQUIPMENT INC	2676	KOESTER MUSEUM MONITORING & SERVICE AGREEMENT 5/1-7/31	0	00/00/0000	414.00
				Vendor Total:	414.00
SEWER REPLACEMENT FUND	1987	TRANSFER PER BUDGET	0	00/00/0000	8,333.00
				Vendor Total:	8,333.00
SITEONE LANDSCAPE SUPPLY	2437	SPRINKLER SYSTEM VALVE-PONY PARK	0	00/00/0000	68.48
				Vendor Total:	68.48
SUBSURFACE SOLUTIONS	2782	NEW LOCATOR-RADIODETECTION RECEIVER, TRANSMITTER, & BAG	0	00/00/0000	4,801.23
				Vendor Total:	4,801.23
TMHC SERVICES, INC.	1907	ALCOHOL/DRUG TESTING,ADMIN FEE & S. PENNINGTON,KNECHT,&MUSIL - <i>Pre-employment</i>	0	00/00/0000	303.50
				Vendor Total:	303.50
TRAVEL INDUSTRY ASSOC OF KAI	2398	2021 MEMBERSHIP DUES APPROVED 2/22/21	0	00/00/0000	450.00
				Vendor Total:	450.00
TRUCK REPAIR PLUS, INC.	1715	RPL BLOWER MOTOR,STEERING BOX, REAR SUS,MUFFLER,&HEATER CORE	0	00/00/0000	8,316.62
				Vendor Total:	8,316.62
US 36 HIGHWAY ASSOCIATION, IN	2085	2021 ANNUAL DUES	0	00/00/0000	50.00
				Vendor Total:	50.00

INVOICE APPROVAL LIST REPORT - SUMMARY BY VENDOR

ORD #3746 04/26/2021

Date: 04/22/2021

Time: 9:56 am

Page: 5

City of Marysville

Vendor Name	Vendor No.	Invoice Description	Check No.	Check Date	Check Amount
VANTAGEPOINT TRANSFER AGEN	921	ICMA RETIREMENT CONTRIBUTION	0	00/00/0000	200.00
				Vendor Total:	200.00
WATER UTILITY RESERVE FUND	1989	TRANSFER PER BUDGET	0	00/00/0000	5,000.00
				Vendor Total:	5,000.00
				Grand Total:	603,062.95
				Less Credit Memos:	0.00
				Net Total:	603,062.95
				Less Hand Check Total:	54,671.83
				Outstanding Invoice Total :	548,391.12
	Total Invoices:	98			

City Administrator's Report

4/22/2021

4/26/2021 Council Meeting

1. Airport Project Approval

Included are the grant application, bid award letter, sponsor certification forms, and amendment to the project from Olsson, our engineering consultant. This information is for the project that replaces the airport road and parking lot. These items need to be approved so that we may start to draw down on the grant funds and get reimbursement for the funds we have already spent. With these documents, Heather Olson, our engineer, has provided instructions on how we should proceed to keep in compliance with the grant.

Normally, these FAA projects would be 90% funded by the FAA. With the approval of recent legislation, the FAA has been approved to pay for 100% of the project. We will be reimbursed all the funds we have spent on this project so far.

Also, we were fortunate to have multiple bids on this project. We also were very fortunate that AHRS, as a local company, was the low bidder on the project.

Recommendation: Approve the documents for the airport project as prescribed by Heather Olson, PE, Olsson.

Pages: 92-147

2. Airport Grant Approval

Included is a grant agreement from the FAA that needs council approval. The grant is for \$9,000 and it can be used for operational and maintenance costs.

Recommendation: Approve the grant agreement from the FAA.

Pages: 148-170

3. Fire Station Lease Purchase Bid Request

I have drawn up a breakdown of the budget for the fire station. So far, we have expended \$221,750 from the budgeted \$379,197 in 2021. We also spent \$90,301 in 2020, which brings the total to \$469,498 from the city. The total amount needed for the project is \$844,565 or \$375,067 after the budgeted money is expended. I would recommend that we do an initial request for \$400,000 which would then be fine-tuned down to the final amount when the project is complete.

This financing could be paid off in the next four to six years, depending on the payment per year.

Recommendation: Approve the lease purchase bid request.

Pages: 171-172

4. Discovery Center Project – Pony Express Statue

The Kansas Children's Discover Center hosted a community feedback session to discuss the placement of their proposed educational installment. They presented the idea of installing a musical component next to the Pony Express statue as well as heavy duty vinyl stickers on the sidewalk with horse tracks and squirrel tracks. If you haven't already, the staff at the Discovery Center asks that you view the community feedback session that is on our Facebook page (<https://fb.watch/51yN71Kaw4/>). We are now looking for council approval of the project so that the Discovery Center staff can start ordering the parts. This project will be installed by city staff.

From: Heather Olson
Sent: Monday, April 19, 2021 2:19 PM
To: Austin St. John
Cc: 020-2704
Subject: Marysville -FAA Project - Access Road and Parking Lot: - Grant Application, Sponsor Certifications, Engineering Agreement Amendment No. 1
Attachments: MYZ Grant Application 424 adn 5100-100 forms 3-20-0053-012 - Reconstruct Access Road and Parking Lot - MYZ 012.pdf; Bid Award Letter with Attachments MYZ 012.pdf; Executed 5100- 129 130 131 132 134 135 Sponsor Certification Forms MYZ 012.pdf; 2021_04_Amendment No. 1 and Exhibits MYZ 012.pdf

At your upcoming City Council Meeting please consider the following resolutions (modify the phrasing/wording as you see as necessary):

The City of Marysville approves the following resolutions associated with the AIP Project 3-20-0053-012: Reconstruct Access Road and Parking Lot:

- Reviewed Olsson recommendation letter: Approval for Accepting and Awarding the Project Contract to the Low Bidder AHRS Construction, Inc contingent upon FAA approval.
- Approval for executing Amendment No. 1 Engineering Agreement for the additional Construction observation and testing for the increase in working days for the project, (FAA verbally approved on Friday April 16, 2021)
- Authorization/Approval for the Mayor or designated City Official to execute the Grant Application (attached) contingent upon FAA
- Authorization/Approval for the Mayor or designated City Official to execute the Grant Documents upon receipt, contingent upon FAA Approval [to be sent when congressional release)
- Authorization/Approval for Mayor or designated City Official to execute the Contract Documents with AHRS Construction, Inc contingent upon FAA approval.

Include these resolutions in your upcoming City Council meeting and incorporate into your meeting minutes and you should be good to go 😊

Upon completion of the City Council meeting please forward an electronic copy of the following items to andrea.l.mckinnie@faa.gov and myself :

1. City Council Meeting minutes
2. Recommendation Letter from Olsson
3. Grant Application (executed)
4. Sponsor Certifications (executed),
5. Executed Engineering Agreement Amendment No. 1.

Call or email with any questions,

Heather

Attachments:

- Grant Application – AIP 3-20-0053-012 (Mayors signature required on the bottom of page 3 of PDF)
- Olsson Recommendation Letter
- FAA Sponsor Certifications (Cindy emailed me executed copies earlier today -I've attached)
- Engineering Agreement Amendment No. 1 (Mayors signature and an attest signature required)

April 16, 2021

City of Marysville
Attn: Austin St. John
209 North Eighth
Marysville, KS 66508

RE: Marysville Municipal Airport
Marysville, Kansas
AIP Project No. 3-20-0053-012
Olsson No. 020-2704
Contract Award

Mr. St. John,

On April 15, 2021, five bids were opened for this project. The bidders and their bid amounts are listed below and on the attached bid tabulation.

AHRS Construction Bern, KS	Vogts Parga Construction Newton, KS	Smoky Hill Salina, KS	M.E. Collins Contracting Wahoo, NE	Emery Sapp & Sons Kansas City, MO	Engineer's Estimate
\$475,632.00	\$572,543.85	\$581,058.00	\$631,391.00	\$644,915.50	\$547,800.00

No errors in calculations were found in the bid proposals.

AHRS Construction, Inc. of Bern, KS was the low bidder. Their bid amount was 13.2% less than the engineer's estimate.

AHRS Construction provided a 5% bid bond as a bid guaranty in accordance with the contract documents.

AHRS Construction met the Bidder Qualification requirements listed in the Instructions to Bidders, page IB-5, since they are prequalified with the Kansas Department of Transportation as "KDOT work class K or L" and are on KDOT's current bidder's list as of the bid date.

All bidders acknowledged Addendum No. 1.

AHRS Construction proposes a 1.9% DBE utilization, which meets the contract goal of 1.9%. Their proposed DBE subcontractors are Perry Fulsom Construction, Inc and All Roads Barricades, Inc, who are certified by Kansas Department of Transportation (KDOT).

AHRS Construction's Buy American Certification indicated their full compliance, and no waiver was requested.

The low bidder was not found on the Debarred Prime or Subcontractors List, found at: www.sam.gov

A tentative list of subcontractors was requested in the bid proposal and AHRS Construction proposes the use of All Road Barricades for Barricades; Perry Fulsom Construction for erosion control and seeding; Orval Jueneman for dirt work; and Mt Carmel for stabilization.

AHRS has completed projects for AIP funded projects in both Kansas and Nebraska and is currently completing work in the City of Marysville, and they are qualified to do the work. Following a review of the bids, Olsson recommends that the contract be awarded to AHRS Construction.

We understand that the City of Marysville has thoroughly evaluated the bids and has determined AHRS Construction to be responsive and responsible and that the contract price is considered fair and reasonable. The City of Marysville intends to award the contract to AHRS Construction, Inc. of Bern, KS, upon FAA concurrence at their upcoming City Council meeting on April 26, 2021.

The following items are enclosed:

1. Bid tabulation with engineer's estimate
2. Low bidder's complete proposal form, which includes:
 - a. Buy American Certification Form
 - b. Buy American Waiver Request Form
 - c. DBE Utilization Statement
 - d. DBE Letter of Intent
3. Plan Holder's List

Please advise when the contract documents can be issued.

Sincerely,



Heather Olson, P.E.
Project Engineer

cc: Andrea McKinnie (FAA)

BID TABULATION

Bid Opening Date: April 15, 2021 - 2:30 PM
 Marysville Municipal Airport, Marysville, Kansas

Reconstruct Access Road and Parking Lot
 AIP Project No. 3-20-0053-012
 Olsson Project No. 020-2704

CONTRACTOR					AHRs Construction Bern, KS		Vogts Parga Construction Newton, KS		Smoky Hill Salina, KS	
Item No.	Spec	ITEM	QTY.	UNIT	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	C-102	Erosion Control Blanket (KDOT Class 1, Type A)	1,090	SY	\$2.00	\$2,180.00	\$4.15	\$4,523.50	\$4.30	\$4,687.00
2	C-105	Mobilization	1	LS	\$45,000.00	\$45,000.00	\$68,000.00	\$68,000.00	\$67,100.00	\$67,100.00
3	P-101	Asphalt Pavement Removal	2,948	SY	\$7.00	\$20,636.00	\$9.15	\$26,974.20	\$9.00	\$26,532.00
4	P-101	Concrete Pavement Removal	16	SY	\$30.00	\$480.00	\$9.30	\$148.80	\$10.00	\$160.00
5	P-101	Concrete Curb and Gutter Removal	1,252	LF	\$4.00	\$5,008.00	\$11.50	\$14,398.00	\$3.00	\$3,756.00
6	P-152	Unclassified Excavation (Established Quantity)	285	CY	\$10.00	\$2,850.00	\$17.50	\$4,987.50	\$28.00	\$7,980.00
7	P-152	Muck Excavation	50	CY	\$15.00	\$750.00	\$23.50	\$1,175.00	\$20.00	\$1,000.00
8	T-901	Seeding	1,090	SY	\$3.00	\$3,270.00	\$2.95	\$3,215.50	\$4.30	\$4,687.00
9	T-905	Topsoil (Established Quantity)	80	CY	\$50.00	\$4,000.00	\$5.80	\$464.00	\$12.00	\$960.00
10	L-110	Non-Encased Electrical Conduit, 1-Way, 3" SCH 80 Conduit, Minimum 48" Cover	118	LF	\$10.00	\$1,180.00	\$55.00	\$6,490.00	\$22.00	\$2,596.00
11	KDOT 303	Portland Cement Material Delivered	71	TN	\$200.00	\$14,200.00	\$205.00	\$14,555.00	\$213.00	\$15,123.00
12	KDOT 303	12" Cement Treated Subgrade	3,345	SY	\$9.00	\$30,105.00	\$12.80	\$42,816.00	\$4.00	\$13,380.00
13	KDOT 307/ NDOT 305	Aggregate Base (4")	3,345	SY	\$13.00	\$43,485.00	\$13.60	\$45,492.00	\$12.00	\$40,140.00
14	KDOT 401	Concrete Mix Design	1	LS	\$5,000.00	\$5,000.00	\$2,000.00	\$2,000.00	\$16,000.00	\$16,000.00
15	KDOT 502/ NDOT 603	Concrete Pavement (7" Uniform) (AE) (4,000 PSI)	2,864	SY	\$80.00	\$229,120.00	\$91.50	\$262,056.00	\$102.00	\$292,128.00
16	KDOT 807	Pavement Marking (Paint) (White) (4")	439	LF	\$2.00	\$878.00	\$7.00	\$3,073.00	\$7.00	\$3,073.00
17	KDOT 807	Pavement Marking (Paint) (White Handicap Symbol) (4")	1	EA	\$500.00	\$500.00	\$765.00	\$765.00	\$700.00	\$700.00
18	KDOT 825	Curb and Gutter, Combined (AE)	1,241	LF	\$40.00	\$49,640.00	\$36.35	\$45,110.35	\$46.00	\$57,086.00
19	Olsson 100	Sign Salvage and Relocation	5	EA	\$250.00	\$1,250.00	\$1,080.00	\$5,400.00	\$990.00	\$4,950.00
20	Olsson 100	Handicap Sign, Post, and Footing	1	EA	\$600.00	\$600.00	\$1,100.00	\$1,100.00	\$1,020.00	\$1,020.00
21	Olsson 101	Construction Layout and Stakes	1	LS	\$3,500.00	\$3,500.00	\$9,300.00	\$9,300.00	\$8,500.00	\$8,500.00
22	Olsson 102	Temporary Safety and Phasing Procedures	1	LS	\$12,000.00	\$12,000.00	\$10,500.00	\$10,500.00	\$9,500.00	\$9,500.00
TOTAL					\$475,632.00		\$572,543.85		\$581,058.00	
DBE Participation (1.9% goal)					1.9%		1.9%		1.9%	
Bid Guarantee:					5% Bid Bond		5% Bid Bond		5% Bid Bond	
Addendum No. 1:					Yes		Yes		Yes	
Remarks:										

BID TABULATION

Bid Opening Date: April 15, 2021 - 2:30 PM
 Marysville Municipal Airport, Marysville, Kansas

Reconstruct Access Road and Parking Lot
 AIP Project No. 3-20-0053-012
 Olsson Project No. 020-2704

CONTRACTOR					M.E. Collins Contracting Wahoo, NE		Emery Sapp & Sons Kansas City, MO		Engineer's Estimate	
Item No.	Spec	ITEM	QTY.	UNIT	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	C-102	Erosion Control Blanket (KDOT Class 1, Type A)	1,090	SY	\$4.40	\$4,796.00	\$4.00	\$4,360.00	\$8.00	\$8,720.00
2	C-105	Mobilization	1	LS	\$62,000.00	\$62,000.00	\$64,000.00	\$64,000.00	\$49,000.00	\$49,000.00
3	P-101	Asphalt Pavement Removal	2,948	SY	\$9.00	\$26,532.00	\$8.00	\$23,584.00	\$25.00	\$73,700.00
4	P-101	Concrete Pavement Removal	16	SY	\$13.00	\$208.00	\$42.00	\$672.00	\$25.00	\$400.00
5	P-101	Concrete Curb and Gutter Removal	1,252	LF	\$8.00	\$10,016.00	\$5.00	\$6,260.00	\$10.00	\$12,520.00
6	P-152	Unclassified Excavation (Established Quantity)	285	CY	\$9.00	\$2,565.00	\$45.00	\$12,825.00	\$35.00	\$9,975.00
7	P-152	Muck Excavation	50	CY	\$11.00	\$550.00	\$20.00	\$1,000.00	\$75.00	\$3,750.00
8	T-901	Seeding	1,090	SY	\$4.40	\$4,796.00	\$3.00	\$3,270.00	\$5.00	\$5,450.00
9	T-905	Topsoil (Established Quantity)	80	CY	\$32.00	\$2,560.00	\$25.00	\$2,000.00	\$25.00	\$2,000.00
10	L-110	Non-Encased Electrical Conduit, 1-Way, 3" SCH 80 Conduit, Minimum 48" Cover	118	LF	\$22.00	\$2,596.00	\$6.00	\$708.00	\$10.00	\$1,180.00
11	KDOT 303	Portland Cement Material Delivered	71	TN	\$397.00	\$28,187.00	\$210.00	\$14,910.00	\$200.00	\$14,200.00
12	KDOT 303	12" Cement Treated Subgrade	3,345	SY	\$11.00	\$36,795.00	\$11.25	\$37,631.25	\$20.00	\$66,900.00
13	KDOT 307/ NDOT 305	Aggregate Base (4")	3,345	SY	\$22.00	\$73,590.00	\$14.65	\$49,004.25	\$15.00	\$50,175.00
14	KDOT 401	Concrete Mix Design	1	LS	\$14,350.00	\$14,350.00	\$6,000.00	\$6,000.00	\$10,000.00	\$10,000.00
15	KDOT 502/ NDOT 603	Concrete Pavement (7" Uniform) (AE) (4,000 PSI)	2,864	SY	\$100.00	\$286,400.00	\$125.00	\$358,000.00	\$65.00	\$186,160.00
16	KDOT 807	Pavement Marking (Paint) (White) (4")	439	LF	\$3.00	\$1,317.00	\$7.00	\$3,073.00	\$5.00	\$2,195.00
17	KDOT 807	Pavement Marking (Paint) (White Handicap Symbol) (4")	1	EA	\$639.00	\$639.00	\$760.00	\$760.00	\$245.00	\$245.00
18	KDOT 825	Curb and Gutter, Combined (AE)	1,241	LF	\$40.00	\$49,640.00	\$13.00	\$16,133.00	\$30.00	\$37,230.00
19	Olsson 100	Sign Salvage and Relocation	5	EA	\$347.00	\$1,735.00	\$1,100.00	\$5,500.00	\$100.00	\$500.00
20	Olsson 100	Handicap Sign, Post, and Footing	1	EA	\$379.00	\$379.00	\$1,100.00	\$1,100.00	\$1,000.00	\$1,000.00
21	Olsson 101	Construction Layout and Stakes	1	LS	\$15,140.00	\$15,140.00	\$11,125.00	\$11,125.00	\$5,000.00	\$5,000.00
22	Olsson 102	Temporary Safety and Phasing Procedures	1	LS	\$6,600.00	\$6,600.00	\$23,000.00	\$23,000.00	\$7,500.00	\$7,500.00
TOTAL					\$631,391.00		\$644,915.50		\$547,800.00	
DBE Participation (1.9% goal)					1.9%		1.9%			
Bid Guarantee:					5% Bid Bond		5% Bid Bond			
Addendum No. 1:					Yes		Yes			
Remarks:										

MARYSVILLE, KANSAS
 Marysville Municipal Airport
 AIP Project No. 3-20-0053-012

PROPOSAL FORM

ALL PAGES (1-14) OF THIS FORM MUST BE SUBMITTED WHEN BIDDING

TO: City of Marysville

THE BID OF AHRS Construction, Inc.
 Name of Contractor

The undersigned hereby proposes to furnish all labor, permits, materials, machinery, tools, supplies, equipment and appurtenances necessary to faithfully perform all work required for construction of the Project in accordance with the bid documents, specifications, project drawings, and issued addenda within the specified time of performance for the following prices.

Item No.	Spec. No.	Description	Estimated Quantity	Unit	Unit Price	Total Amount
1	C-102	Erosion Control Blanket (KDOT Class 1, Type A)	1,090	SY	\$ 2.00	\$ 2,180.00
2	C-105	Mobilization	1	LS	\$45,000.00	\$45,000.00
3	P-101	Asphalt Pavement Removal	2,948	SY	\$ 7.00	\$20,636.00
4	P-101	Concrete Pavement Removal	16	SY	\$30.00	\$ 480.00
5	P-101	Concrete Curb and Gutter Removal	1,252	LF	\$ 4.00	\$ 5,008.00
6	P-152	Unclassified Excavation (Established Quantity)	285	CY	\$ 10.00	\$ 2,850.00
7	P-152	Muck Excavation	50	CY	\$ 15.00	\$ 750.00
8	T-901	Seeding	1,090	SY	\$ 3.00	\$ 3,270.00
9	T-905	Topsoil (Established Quantity)	80	CY	\$ 50.00	\$ 4,000.00
10	L-110	Non-Encased Electrical Conduit, 1-Way, 3" SCH 80 Conduit, Minimum 48" Cover	118	LF	\$ 10.00	\$ 1,180.00
11	KDOT 303	Portland Cement Material Delivered	71	TN	\$ 200.00	\$ 14,200.00
12	KDOT 303	12" Cement Treated Subgrade	3,345	SY	\$ 9.00	\$30,105.00
13	KDOT 307/ NDOT 305	Aggregate Base (4")	3,345	SY	\$ 13.00	\$43,485.00
14	KDOT 401	Concrete Mix Design	1	LS	\$ 5,000.00	\$5,000.00
15	KDOT 502/ NDOT 603	Concrete Pavement (7" Uniform) (AE) (4,000 PSI)	2,864	SY	\$ 80.00	\$229,120.00
16	KDOT 807	Pavement Marking (Paint) (White) (4")	439	LF	\$ 2.00	\$ 878.00

Item No.	Spec. No.	Description	Estimated Quantity	Unit	Unit Price	Total Amount
17	KDOT 807	Pavement Marking (Paint) (White Handicap Symbol) (4")	1	EA	\$ 500.00	\$ 500.00
18	KDOT 825	Curb and Gutter, Combined (AE)	1,241	LF	\$ 40.00	\$ 49,640.00
19	Olsson 100	Sign Salvage and Relocation	5	EA	\$ 250.00	\$ 1,250.00
20	Olsson 100	Handicap Sign, Post, and Footing	1	EA	\$ 600.00	\$ 600.00
21	Olsson 101	Construction Layout and Stakes	1	LS	\$ 3,500.00	\$ 3,500.00
22	Olsson 102	Temporary Safety and Phasing Procedures	1	LS	\$ 12,000.00	\$ 12,000.00
TOTAL ESTIMATED COST					\$ 475,632.00	

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ACKNOWLEDGEMENTS BY BIDDER

- a. By submittal of a proposal, the BIDDER acknowledges and accepts that the quantities established by the OWNER are an approximate estimate of the quantities required to fully complete the Project and that the estimated quantities are principally intended to serve as a basis for evaluation of bids. The BIDDER further acknowledges and accepts that payment under this contract will be made only for actual quantities and that quantities will vary in accordance with the General Provisions subsection entitled "Alteration of Work and Quantities".
- b. The BIDDER acknowledges and accepts that the Bid Documents are comprised of the documents identified within the Instructions to Bidders. The BIDDER further acknowledges that each of the individual documents that comprise the Bid Documents are complementary to one another and together establishes the complete terms, conditions and obligations of the successful BIDDER.
- c. As evidence of good faith in submitting this proposal, the undersigned encloses a bid guaranty in the form of a certified check or bid bond in the amount of 5% of the bid price. The BIDDER acknowledges and accepts that refusal or failure to accept award and execute a contract within the terms and conditions established herein will result in forfeiture of the bid guaranty to the owner as a liquidated damage.
- d. The BIDDER acknowledges and accepts the OWNER'S right to reject any or all bids and to waive any minor informality in any Bid or solicitation procedure.
- e. The BIDDER acknowledges and accepts the OWNER'S right to hold all Proposals for purposes of review and evaluation and not issue a notice-of-award for a period not to exceed **90 days** from the stated date for receipt of bids.
- f. The undersigned agrees that upon written notice of award of contract, he or she will execute the contract within fifteen (15) days of the notice-of-award and furthermore and provide executed payment and performance bonds within fifteen (15) days from the date of contract execution. The undersigned accepts that failure to execute the contract and provide the required bonds within the stated timeframe shall result in forfeiture of the bid guaranty to the owner as a liquidated damage.

- 1
2 g. Time of Performance: By submittal of this proposal, the undersigned acknowledges and
3 agrees to commence work within ten (10) calendar days of the date specified in the written
4 "Notice-to-Proceed" as issued by the OWNER. The undersigned further agrees to
5 complete the Project within **58 working days** from the commencement date specified in
6 the Notice-to-Proceed.
7
8 h. The undersigned acknowledges and accepts that for each and every working day the
9 project remains incomplete beyond the contract time of performance, the Contractor shall
10 pay the non-penal amount of **\$2,000 per working day** as a liquidated damage to the
11 OWNER.
12
13 i. The BIDDER acknowledges that the OWNER has established a contract Disadvantaged
14 Business Enterprise goal of **1.9%** for this project. The BIDDER acknowledges and accepts
15 the requirement to apply and document good faith efforts, as defined in Appendix A, 49
16 CFR Part 26, for subcontracting a portion of the prime contract to certified Disadvantaged
17 Business Enterprises (DBE), as defined in 49 CFR Part 26 for purposes of meeting the
18 OWNER'S established goal. The BIDDER, in complying with this requirement, proposes
19 participation by Disadvantaged Business Enterprises as stated on the attached forms,
20 "Utilization Statement" and "Letter of Intent"
21
22 j. The BIDDER, by submission of a proposal, acknowledges that award of this contract is
23 subject to the provisions of the Davis Bacon Act. The BIDDER accepts the requirement to
24 pay prevailing wages for each classification and type of worker as established in the
25 attached wage rate determination as issued by the United States Department of Labor.
26 The BIDDER further acknowledges and accepts their requirement to incorporate the
27 provision to pay the established prevailing wages in every subcontract agreement entered
28 into by the Bidder under this project.
29
30 k. Compliance Reports (41 CFR Part 60-1.7): Within 30 days after award of this contract, the
31 Contractor/Subcontractor shall file a compliance report (Standard Form 100) if she/he has
32 not submitted a complete compliance report within 12 months proceeding the date of
33 award. This report is required if the Contractor/Subcontractor meets all of the following
34 conditions:
35 1. Contractors/Subcontractors are not exempt based on 41 CFR 60-1.5.
36 2. Has 50 or more employees.
37 3. Is a prime contractor or first tier subcontractor.
38 4. There is a contract, subcontract, or purchase order amounting to \$50,000 or
39 more
40

41 **REPRESENTATIONS BY BIDDER**

42
43 By submittal of a proposal (bid), the BIDDER represents the following:

- 44
45 a. The BIDDER has read and thoroughly examined the bid documents including all
46 authorized addenda.
47
48 b. The BIDDER has a complete understanding of the terms and conditions required for the
49 satisfactory performance of project work.
50
51 c. The BIDDER has fully informed themselves of the project site, the project site conditions
52 and the surrounding area.

- 1
2 d. The BIDDER has familiarized themselves of the requirements of working on an
3 operating airport and understands the conditions that may in any manner affect cost,
4 progress or performance of the work
5
6 e. The BIDDER has correlated their observations with that of the project documents.
7
8 f. The BIDDER has found no errors, conflicts, ambiguities or omissions in the project
9 documents, except as previously submitted in writing to the owner that would affect cost,
10 progress or performance of the work.
11
12 g. The BIDDER is familiar with all applicable Federal, State and local laws, rules and
13 regulations pertaining to execution of the contract and the project work.
14
15 h. The BIDDER has complied with all requirements of these instructions and the
16 associated project documents.
17

18 **CERTIFICATIONS BY BIDDER**
19

- 20 a. The undersigned hereby declares and certifies that the only parties interested in this
21 proposal are named herein and that this proposal is made without collusion with any other
22 person, firm or corporation. The undersigned further certifies that no member, officer or
23 agent of OWNER'S has direct or indirect financial interest in this proposal.
24
25 b. **Certification of Non-Segregated Facilities: (41 CFR Part 60-1.8)**
26 The BIDDER, as a potential federally-assisted construction contractor, certifies that it does
27 not maintain or provide, for its employees, any segregated facilities at any of its
28 establishments and that it does not permit its employees to perform their services at any
29 location, under its control, where segregated facilities are maintained. The BIDDER
30 certifies that it will not maintain or provide, for its employees, segregated facilities at any of
31 its establishments and that it will not permit its employees to perform their services at any
32 location under its control where segregated facilities are maintained. The Bidder agrees
33 that a breach of this certification is a violation of the Equal Opportunity Clause, which is to
34 be incorporated in the contract.
35
36 As used in this certification, the term "segregated facilities" means any waiting rooms, work
37 areas, restrooms, and washrooms, restaurants and other eating areas, time clocks, locker
38 rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or
39 entertainment areas, transportation, and housing facilities provided for employees which
40 are segregated on the basis of race, color, religion, or national origin because of habit,
41 local custom, or any other reason. The Bidder agrees that (except where it has obtained
42 identical certifications from proposed subcontractors for specific time periods) it will obtain
43 identical certifications from proposed subcontractors prior to the award of subcontracts
44 exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity
45 Clause and that it will retain such certifications in its files.
46
47 c. **Trade Restriction Certification: (49 CFR Part 30)**
48 The Bidder, by submission of an offer certifies that it:
49 1. is not owned or controlled by one or more citizens of a foreign country included in
50 the list of countries that discriminate against U.S. firms published by the Office of the
51 United States Trade Representative (USTR);

- 1 2. has not knowingly entered into any contract or subcontract for this project with a
2 person that is a citizen or national of a foreign country on said list, or is owned or
3 controlled directly or indirectly by one or more citizens or nationals of a foreign
4 country on said list;
- 5 3. has not procured any product nor subcontracted for the supply of any product for
6 use on the project that is produced in a foreign country on said list.

7
8 **d. Certificate Regarding Debarment and Suspension (Bidder or Offeror)**

9 By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at
10 the time the bidder or offeror submits its proposal that neither it nor its principals are
11 presently debarred or suspended by any Federal department or agency from
12 participation in this transaction.

13
14 **e. Certification Regarding Debarment and Suspension (Successful Bidder Regarding
15 Lower Tier Participants)**

16 The successful bidder, by administering each lower tier subcontract that exceeds
17 \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered
18 transaction" under the project is not presently debarred or otherwise disqualified from
19 participation in this federally assisted project. The successful bidder will accomplish this
20 by:

- 21 1. Checking the System for Award Management at website: <http://www.sam.gov>
- 22 2. Collecting a certification statement similar to the Certificate Regarding Debarment
23 and Suspension (Bidder or Offeror), above.
- 24 3. Inserting a clause or condition in the covered transaction with the lower tier contract

25
26 If the FAA later determines that a lower tier participant failed to tell a higher tier that it
27 was excluded or disqualified at the time it entered the covered transaction, the FAA may
28 pursue any available remedy, including suspension and debarment.

29
30 **f. Lobbying and Influencing Federal Employees**

31 The bidder or offeror certifies by signing and submitting this bid or proposal, to the best
32 of his or her knowledge and belief, that:

- 33
34 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the
35 bidder or offeror, to any person for influencing or attempting to influence an officer or
36 employee of an agency, a Member of Congress, an officer or employee of
37 Congress, or an employee of a Member of Congress in connection with the
38 awarding of any Federal contract, the making of any Federal grant, the making of
39 any Federal loan, the entering into of any cooperative agreement, and the extension,
40 continuation, renewal, amendment, or modification of any Federal contract, grant,
41 loan, or cooperative agreement.
- 42
43 2) If any funds other than Federal appropriated funds have been paid or will be paid to
44 any person for influencing or attempting to influence an officer or employee of any
45 agency, a Member of Congress, an officer or employee of Congress, or an
46 employee of a Member of Congress in connection with this Federal contract, grant,
47 loan, or cooperative agreement, the undersigned shall complete and submit
48 Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its
49 instructions.

50
51 This certification is a material representation of fact upon which reliance was placed when
52 this transaction was made or entered into. Submission of this certification is a prerequisite

1 for making or entering into this transaction imposed by section 1352, title 31, U.S. Code.
2 Any person who fails to file the required certification shall be subject to a civil penalty of not
3 less than \$10,000 and not more than \$100,000 for each such failure.

4
5 **g. Buy American Certification: (Title 49 U.S.C. Chapter 501)**

6 As a condition of bid responsiveness, the bidder must indicate how it intend to comply
7 with the Buy American preferences established under Title 49 U.S.C. Section 50101.
8 The bidder must complete the attached Buy American certification. If the bidder
9 requests a permissible waiver to the Buy America requirements, the Bidder identified
10 with the apparent low bid must submit a formal waiver request and component cost
11 calculation within the prescribed time identified on the Buy American certification.

12
13 **h.** The undersigned agrees to comply with all current and applicable federal, state and local
14 rules and regulations governing the safety of men and materials during its operations
15 including observing the requirements of the Occupational Safety and Health Administration
16 (OSHA).

17
18 **i.** If there is an additional charge for the insurance naming the City of Marysville and the
19 Engineer as an additional insured, the amount must be shown here. The amount shown
20 will not change the total bid. A blank or inserting a zero will mean the Bidder's insurance
21 company does not charge an extra fee for naming the City of Marysville and the Engineer
22 as an additional insured per the Special Provisions. \$ 0

23
24 **j.** The undersigned bidder/offeror has satisfied the requirements of the bid specification in the
25 following manner. (Please check the appropriate box and if checking the second box, fill in
26 the blank.)

27
28 The bidder/offeror is committed to a minimum of 1.9% DBE utilization on
29 this contract.

30
31 The bidder/offeror, while unable to meet the DBE goal of 1.9%, hereby
32 commits to a minimum of _____% DBE utilization on this contract and
33 also submits documentation, as an attachment, demonstrating good faith
34 efforts (GFE).

35
36 **ATTACHMENTS TO THIS BID and ADDITIONAL SUBMITTALS**

37
38 The following documents are attached to and made a part of this Bid:

- 39
40 1. Bid Guaranty in the form of 5% of the contract amount _____;
41
42 2. Buy American Certification Form: Signature and company name required.
43
44 3. DBE forms "Utilization Statement" and "Letter of Intent". Note that the subcontractor's
45 signature on the Letter of Intent is not required to be attached, but must be submitted
46 within 5 days of the bid opening.

47
48 The undersigned agrees to submit the following documents within 2 working days of the bid
49 opening. The undersigned agrees that these documents will be made a part of this Bid.

- 50
51 4. Signature from each proposed DBE subcontractor on the previously submitted DBE

1 "Letters of Intent".

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5. Evidence of good faith efforts required by 49 CFR Part 26, Appendix A. If proposed DBE goal is met, submittal of evidence of good faith efforts is not required.

The undersigned acknowledges receipt of the following addenda:

Addendum Number 1 dated 4-13-21

Addendum Number dated

Business: AHRS Construction, Inc.

By: 
(Signature of Authorized Officer)

Eric Stallbaumer
(Printed Name)

Address: 533 Railroad St.

Title: Vice President

City, State, Zip Bern, KS, 66408

Federal ID No. 43-1839323

Phone 785-336-6118

Fax 785-336-3744

Email estallbaumer@ahrs-inc.com

Certificate of Buy American Compliance
(Title 49 U.S.C. Section 50101)

PROJECT NAME:	Reconstruct Access Road and Parking Lot
AIRPORT NAME:	Marysville Municipal Airport
AIP NUMBER:	3-20-0053-012

The contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP-funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder/offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

- Bidder/offeror hereby certifies that it will comply with 49 USC § 50101 by:
- Only installing steel and manufactured products produced in the United States; or
 - Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
 - Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
- To faithfully comply with providing US domestic products.
- To furnish US domestic product for any waiver request that the FAA rejects.
- To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

- The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
- To submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
 - That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
 - To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
 - To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the "item". The required documentation for a type 3 waiver is:

- Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at place of manufacture.

- c) Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

- a) Detailed cost information for total project using US domestic product.
- b) Detailed cost information for total project using non-domestic product.

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.



Signature

4/14/21

Date

AHRS Construction, Inc.

Bidder's Firm Name

Vice President

Title

Buy American Waiver Request
Title 49 U.S.C Section 50101 (b)
**For Airfield Development Projects funded under the
Airport Improvement Program**

Type of Waiver Request:

The bidder may request a waiver subject to the provisions of Section 50101(b)(3) or Section 50101(b)(4). The bidder may not request a waiver under Section 50101(b)(1) or Section 50101(b)(2). Bidder is hereby advised that the Owner's approval with the bidder's waiver request is contingent upon FAA approval. The bidder must select one of the following applicable waiver provisions:

Section 50101(b)(3): Bidder hereby requests a waiver to Buy America preferences based upon Section 50101(b)(3) for the equipment identified below. The bidder certifies that _____ % of the cost of components and subcomponents comprising the equipment are produced in the United States and that final assembly occurs within the United States. *(Bidder must attach a copy of the component cost calculation table)*

Equipment: _____

Section 50101(b)(4): Bidder hereby requests a waiver to Buy America preferences based upon Section 50101(b)(4). The bidder asserts provision of domestic material increases the cost of the overall project by more than 25%. *(Note: This type of waiver is very rare)*

Certification Signature

In accordance with Section 50101(b), we request a waiver to the Buy America provisions based on the above certification and attached documentation.


Signature

4/14/21
Date

AHRS Construction, IMc.
Bidder's Firm Name

Vice President
Title

Instructions for Section 50101(b)(3) Waiver:

- "Equipment" in Section 50101 shall mean the following:
 - Individual type "L" items (Airfield Lighting Equipment) as listed in FAA Advisory Circular 150/5345-53.
 - Individual bid items as established within FAA Advisory Circular 150/5370-10. The bid item application may not be applied for the type "L" items listed in AC 150/5345-53.
 - A waiver request may only address one specific equipment item. Submit separate requests for each equipment item for which a waiver.
 - Items listed under the Nationwide Waiver do not require further review. Please refer to the following webpage: http://www.faa.gov/airports/aip/procurement/federal_contract_provisions/media/buy_american_waiver.xls
- The bidder must base the U.S. percentage upon the value that results from completing a component cost calculation table similar to the attached format. Bidder shall avoid mere pro forma efforts to establish the waiver request percentage. The Bidder must submit the component cost calculation table as an attachment to the waiver request.
- Components/subcomponents are the material and products composing the "equipment".
- The final assembly of the AIP-funded "equipment" must be within the USA (Section 50101(b)(3)(B)). Final assembly is the substantial transformation of the components and subcomponents into the end product.
- All steel used in the "Equipment" must be produced in the United States.
- The Buy American requirements apply to all tier contractors and subcontractors. All contractors/subcontractors are required to provide appropriate documentation that indicates origin of manufacturer and percentage of domestic made product.
- The bidder is hereby advised there is no implied or expressed guarantee that a requested waiver will be issued by the Federal Aviation Administration (FAA). Less than 60% USA component/subcomponent proposed for this facility CANNOT be waived. Products made with foreign steel are not eligible for a waiver.

Instructions for Section 50101(b)(4) Waiver:

- The 25% cost increase waiver is rarely applicable. Consult Owner before making this request.

North America Free Trade Act (NAFTA)

The NAFTA does not apply to the AIP. Products and material made in Canada or Mexico must be considered as foreign made products.

COMPONENT COST CALCULATION TABLE

- In lieu of completing this table, bidder may prepare a spreadsheet that addresses the same information and calculations as presented herein.
- An authorized person shall attest under signature and date that the submitted information is accurate and complete.
- The bidder/contractor shall submit the signed component cost calculation table to the Owner as an attachment to the waiver request
- The component breakout shall be along major components of the equipment.
- Submit separate calculation for each different equipment types. Do not combine the component cost calculations of different types of equipment.
- For Airfield development projects, equipment is defined as the "L" items (Airfield Lighting Equipment) as listed in FAA Advisory Circular 150/5345-53 and the b) individual bid items as established within FAA Advisory Circular 150/5370-10. The individual bid item method may not be applied to the "L" type items.

Equipment Type: _____

Component/Subcomponents	Name of Manufacturer	Country of Origin	Cost of Foreign Manufactured Components/Subcomponents	Cost of USA Manufactured Components/Subcomponents
NA				

Sum of US Manufactured Component/Subcomponent Costs: _____

Sum of all Equipment Components and Subcomponents: _____


Percentage of Equipment Components Manufactured In the United States: _____

Place of Final Assembly: _____

Certification Signature

I hereby certify the above information is accurate and complete.

AHRS Construction 4/14/21
 Bidder's Firm Name Inc. Date



 Signature

**UTILIZATION STATEMENT
(DBE Participation Form)
Disadvantaged Business Enterprise**

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner. (Please mark the appropriate box and if checking the second box, fill in the blank.)

- The bidder/offeror is committed to a minimum of 1.9% DBE utilization on this contract.
- The bidder/offeror, while unable to meet the DBE goal of 1.9%, hereby commits to a minimum of _____% DBE utilization on this contract and also submits documentation, as an attachment, demonstrating good faith efforts (GFE).

The undersigned hereby further assures that the information included herein is true and correct, and that the DBE firm(s) listed herein have agreed to perform a commercially useful function in the work items noted for each firm. The undersigned further understands that no changes to this statement may be made without prior approval from the Civil Right Staff of the Federal Aviation Administration.

AHRS CONSTRUCTION

Bidder's/Offeror's Firm Name


Signature

4/16/21
Date

DBE UTILIZATION SUMMARY

	<u>Contract Amount</u>		<u>DBE Amount</u>		<u>Contract Percentage</u>
DBE Prime Contractor	\$ _____	x 1.00 =	\$ _____		_____ %
DBE Subcontractor	\$ <u>13,620</u>	x 1.00 =	\$ <u>13,620</u>		<u>2.9</u> %
DBE Supplier	\$ _____	x 0.60 =	\$ _____		_____ %
DBE Manufacturer	\$ _____	x 1.00 =	\$ _____		_____ %
Total Amount DBE			\$ _____		_____ %
DBE Goal					_____ %

* If the total proposed DBE participation is less than the established DBE goal, Bidder must provide written documentation of the good faith efforts as required by 49 CFR Part 26.

LETTER OF INTENT
Disadvantaged Business Enterprise
(This page shall be submitted for each DBE firm)

Bidder/Offer Name: AHRS Construction
 Address: 533 Railroad St
 City: Bern State: Ks Zip: 66408

DBE Firm: DBE Firm: Perry Fulsom Construction
 Address: 858 Blackjack
 City: Grenola State: Kansas Zip: 67346

DBE Contact Person: Name: Perry Fulsom Phone: (620)218-5011

DBE Certifying Agency: KDOT Expiration Date: 04/24

Each DBE Firm shall submit evidence (such as a photocopy) of their certification status.

Classification: Prime Contractor Subcontractor Joint Venture
 Manufacturer Supplier


Work item(s) to be performed by DBE	Description of Work Item	Quantity	Total
1	Erosion Control	1,090 sy	\$5,960
8	Seeding	1,090 sy	\$5,960

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The estimated participation is as follows:

DBE contract amount: \$ 11,920 Percent of total contract: 2.5 %

AFFIRMATION:

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By:  secretary
 (Signature) (Title)

In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

KANSAS STATEWIDE CERTIFICATION PROGRAM



CERTIFIES

Perry Fulsom Construction, Inc.

*Disadvantaged Business Enterprise (DBE)/
Minority Business Enterprise (MBE)*

NAICS Code/Work type(s): 561730 - Landscaping Services

April 5, 2021

Effective Date

Rhonda Harris

Rhonda Harris, Director
Office of Minority & Women Business
Kansas Department of Commerce

D. Watson

Doria Watson, Administrator
Office of Civil Rights Compliance
Kansas Department of Transportation

LETTER OF INTENT
Disadvantaged Business Enterprise
(This page shall be submitted for each DBE firm)

Bidder/Offer Name: AHRS Construction Inc
 Address: 533 Railroad Street
 City: Bern State: Ks Zip: 66408

DBE Firm: DBE Firm: All Road Barricades, Inc
 Address: 5700 Ballard Ave.
 City: Lincoln State: NE Zip: 68507

DBE Contact Person: Name: Tammy Bremer Phone: (402) 467-2553

DBE Certifying Agency: ~~NDOT~~ KDOT Expiration Date: N/A

Each DBE Firm shall submit evidence (such as a photocopy) of their certification status.

Classification: Prime Contractor Subcontractor Joint Venture
 Manufacturer Supplier

Work item(s) to be performed by DBE	Description of Work Item	Quantity	Total
Phasing	Barricades	1 sum	\$1,700.00

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The estimated participation is as follows:

DBE contract amount: \$ \$1,700.00 Percent of total contract: .4 %

AFFIRMATION:

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By: Tammy Bremer President
 (Signature) (Title)

In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

LIST OF SUBCONTRACTORS

AIP Project: 3-20-0053-012


Airport: Marysville Municipal Airport

Location: Marysville, Kansas

The Airport Sponsor is required to submit subcontract information about DBE and non-DBE subcontractors who perform work on their federally-assisted contracts. Therefore, the Airport Sponsor requires that the prime contractor to submit the following information related to this project. The DBE rules described in the Information to Bidders and Special Provisions must be followed in regard to the firms listed on the DBE Participation Statement.

PROPOSED SUBCONTRACTORS

SUBCONTRACTOR	WORK TO BE PERFORMED	APPROXIMATE DOLLAR VALUE
1. <u>All Road Barricades</u>	<u>Barricades</u>	<u>\$1,700</u>
2. <u>Perry Fulsom</u>	<u>EC, Seeding</u>	<u>\$11,920</u>
3. <u>Orval Jueneman</u>	<u>Dirt work</u>	<u>\$54,000</u>
4. <u>Mt Carmel</u>	<u>Stabilization</u>	<u>\$40,000</u>
5. _____	_____	_____
6. _____	_____	_____
7. _____	_____	_____
8. _____	_____	_____
9. _____	_____	_____
10. _____	_____	_____
11. _____	_____	_____
12. _____	_____	_____

SIGNED  COMPANY AHRS Construction
 BY Jay Herrmann DATE 4-16-21
 (printed name)

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

AHRS Construction, Inc.
533 Railroad St.
Bern, KS 66408

SURETY:

(Name, legal status and principal place of business)

Merchants Bonding Company (Mutual)
P.O. Box 14498
Des Moines, IA 50306 - 3498

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

OWNER:

(Name, legal status and address)

City of Marysville
209 North 8th Street
Marysville, KS 66508

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: \$ 5%

Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Marysville Airport Reconstruct Access Road and Parking Lot

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 16th day of April, 2021



(Witness)

AHRS Construction, Inc.

(Principal)

(Seal)

By: 

(Title)

VICE PRESIDENT

Merchants Bonding Company (Mutual)

(Surety)

(Seal)

By: 

(Title) C. Stephens Griggs Attorney-in-Fact

Surety Phone No. 515-243-8171

MERCHANTS BONDING COMPANY,™ POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

C Stephens Griggs; Charissa D Lecuyer; Charles R Teter III; Christy M Bralle; Cody Fuchs; Debra J Scarborough; Evan D Sizemore; Jeffrey C Carey; Kellie A Meyer; Lauren Scott; Mary T Flanigan; Patrick T Pribyl; Rebecca S Leal; Tahitia M Fry; Veronica Lawver

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 30th day of October, 2020.

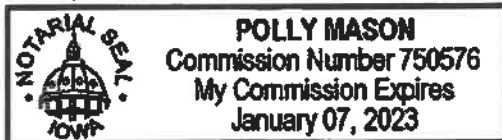


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 30th day of October, 2020, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

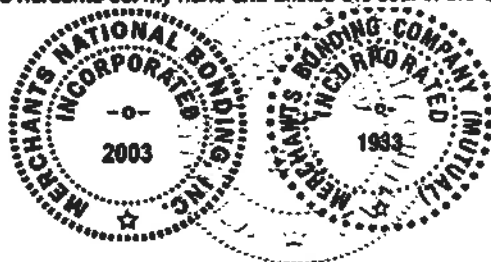


Polly Mason
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 16th day of April, 2021.



William Warner Jr.
Secretary



Merchants Bonding Company

2100 FLEUR DRIVE • DES MOINES, IOWA 50321-1158
(515) 243-8171

KANSAS ENDORSEMENT NONCANCELLABLE BONDS

The following is added and supersedes any provision to the contrary:

The following actions shall be brought within five (5) years:

1. An action upon any agreement, contract or promise in writing.
2. An action brought on a covenant of warranty contained in any deed of conveyance of land.
3. An action brought on a covenant of warranty contained in any deed of conveyance of land, after there shall have been a final decision against the title of the covenantor in such deed.
4. An action upon the official bond or undertaking of an executor, administrator, conservator, sheriff, or any other officer, or upon the bond or undertaking given in attachment, injunction, arrest, or in any case required by statute.
5. An action for relief, other than the recovery of real property not provided for in this article.

Plan Holder Report as of 04/15/2021 10:28:27 AM CDT**Olsson, Inc. (Lincoln, NE)**

Marysville Municipal Airport, Kansas, Reconstruct Access Road and Parking Lot (eBidDoc #7698929)

Contact: Heather Olson / Joyce Ewing
 Phone: 402-474-6311
 E-mail: jewing@olsson.com
 Bid Date: 04/15/2021 02:30 PM CDT

[Help](#)

Company	Contact	Designation	Bus. Types	Entry Date	Doc Type	Comments
Dodge Data & Analytics Next Member Numbe 2860 S State Hwy 161 Ste. 160 #501 Grand Prairie, TX 75052	Adam Bouman Phone: 513.666.3354 Fax: 800-768-5594 Email: dodge.docs@construction.com	Plan Room	DBE	03/26/2021	eBidDoc	
ePlan 1400 Forum Blvd Ste 7B Suite 105 Columbia, MO 65203	Eplan Reporter Phone: 5734477130 Fax: 573-355-5404 Email: eplan@eplanbidding.com	Plan Room		03/26/2021	eBidDoc	
ConstructConnect 3825 Edwards Rd Cincinnati, OH 45209	Eric Mills Phone: 800-364-2059 Fax: 866-570-8187 Email: content@constructconnect.com	Plan Room		03/29/2021	eBidDoc	
GDS, LLC 409 North 21st Street Saint Joseph, MO 64501	Fritz K. Ambrozi, II Phone: 816-729-1133 Fax: Email: f.k.ambrozi@gmail.com	Prime Bidder		03/30/2021	eBidDoc	
Emery Sapp & Sons, Inc. 140 E Walnut Kansas City, MO 64106	Tracy Ultican Phone: 816-221-3500 Fax: 816-421-9333 Email: tracy.ultican@emerysapp.com	Prime Bidder		03/30/2021	eBidDoc	
Vogts-Parga Construction LLC 717 N Main Newton, KS 67114	Dave Lujano Phone: 316-284-2801 Fax: 316-284-0613 Email: mail@vogtsparga.com	Prime Bidder		03/30/2021	eBidDoc	
M.E. Collins Contracting Co., Inc. P.O. Box 83 Wahoo, NE 68066	April Seamann Phone: 402-443-3663 Fax: 402-443-5013 Email: estimating@mecollinscontracting.com	Prime Bidder		03/30/2021	eBidDoc	
KCNR, LLC 230 Laura St Ste 101 Wichita, KS 67211	Laura Robben Phone: 3162630265 Fax: Email: lrobben@kcnr.net	Plan Room		03/30/2021	eMailed	
Lincoln Builders Bureau 5910 S 58th St, Ste C Lincoln, NE 68516	na Phone: 4024218332 Fax: 4024218334 Email: info@buildersbureau.com	Plan Room		03/30/2021	eMailed	
Omaha Builders Exchange 4159 S 94th St Omaha, NE 68127	Lisa Shockey Phone: 4029916906 Fax: Email: lisa.shockey@omahaplanroom.com	Plan Room		03/30/2021	eMailed	
Bettis Asphalt & Construction, Inc. 1800 NW Brickyard Rd Topeka, KS 66618	Eric Bettis Phone: 785-235-8444 Fax: 785-232-0078 Email: ebettis@bettisasphalt.com	Prime Bidder		03/30/2021	eBidDoc	
AHRS Construction, Inc. 533 Railroad Street Bern, KS 66408	Jay Herrmann Phone: 785-336-6118 Fax: 785-336-3744 Email: jayh@ahrs-inc.com	Prime Bidder		03/30/2021	eBidDoc	
Smoky Hill Construction 645 E. Crawford, Ste E8 Salina, KS 67401	Kelly Brown Phone: 785-825-1224 Fax: 785-825-7416 Email: kellybrown@smokyhillconst.com	Prime Bidder		03/30/2021	eBidDoc	
Ebert Const. Co., Inc. 103 W Valley St P.O. Box 198 Wamego, KS 66547	duane jackson Phone: 785-456-2455 Fax: 785-456-2017 Email: duane@ebertconstruction.com	Prime Bidder	SBE	03/31/2021	eBidDoc	
Screed Tech LLC 70601 567th Avenue Fairbury, NE 68352	Ben Larkins Phone: 402-740-7840 Fax: Email: blarkins@screedtech.net	Prime Bidder		04/13/2021	eBidDoc	

Selection of Consultants

Airport Improvement Program Sponsor Certification

Sponsor: City of Marysville

Airport: Marysville Municipal Airport

Project Number: 3-20-0053-012

Description of Work: Reconstruct Access Road and Parking Lot

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(l)).
 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 , .

Name of Sponsor: City of Marysville

Name of Sponsor's Authorized Official: Jason Barnes

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.

Project Plans and Specifications

Airport Improvement Program Sponsor Certification

Sponsor: City of Marysville

Airport: Marysville Municipal Airport

Project Number: 3-20-0053-012

Description of Work: Reconstruct Access Road and Parking Lot

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 Marysville

Name of Sponsor's Authorized Official: Jason Barnes

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.

Equipment and Construction Contracts Airport Improvement Sponsor Certification

Sponsor: City of Marysville

Airport: Marysville Municipal Airport

Project Number: 3-20-0053-012

Description of Work: Reconstruct Access Road and Parking Lot

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 \$250,000) 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 , .

Name of Sponsor: City of Marysville

Name of Sponsor's Authorized Official: Jason Barnes

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.

Construction Project Final Acceptance Airport Improvement Program Sponsor Certification

Sponsor: City of Marysville

Airport: Marysville Municipal Airport

Project Number: 3-20-0053-012

Description of Work: Reconstruct Access Road and Parking Lot

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 _____, _____.

Name of Sponsor: City of Marysville

Name of Sponsor's Authorized Official: Jason Barnes

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.

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

Sponsor: City of Marysville

Airport: Marysville Municipal Airport

Project Number: 3-20-0053-012

Description of Work: Reconstruct Access Road and Parking Lot

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 Marysville

Name of Sponsor's Authorized Official: Jason Barnes

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.

Drug-Free Workplace Airport Improvement Program Sponsor Certification

Sponsor: City of Marysville

Airport: Marysville Municipal Airport

Project Number: 3-20-0053-012

Description of Work: Reconstruct Access Road and Parking Lot

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: Marysville Municipal Airport

Address: Intersection of 20th Street and Airport Access Road

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 Marysville

Name of Sponsor's Authorized Official: Jason Barnes

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.

AMENDMENT NO. 1
to
AGREEMENT FOR CONSULTING SERVICES

City of Marysville
209 North 8th Street
Marysville, KS 66508

Re: Marysville Municipal Airport
Reconstruct Access Road and Parking Lot
AIP Project No. 3-20-0053-012
Olsson Project No. 020-2704

This amendment will revise the Agreement executed on December 14, 2020 by amending the Project Description and Section 4, as described below:

1. SECTION 4: CONSTRUCTION PHASE

The Construction Phase construction contract time shall be updated to reflect 58 working days (original contract based on 48 working days). An updated Exhibit C and C1 will be updated to reflect the additional Construction Administration, Observation and Testing associated with the additional work and contract time.

2. SECTION 7: FEES AND CHARGES

Section 4: Construction Phase. Payment for the items included in Section 4, Construction Phase shall be made based on the fixed payment of \$9,471.41 and "Not-to-Exceed" (NTE) amount of \$94,400.00 as shown on Exhibit C - REVISED and C1 – REVISED, attached and made a part hereto.

If this amendment is satisfactory, please sign in the space provided. Keep one copy and return one copy to Olsson. This proposed amendment is open for acceptance for thirty days from the date set forth above, unless changed by us in writing.

OLSSON, INC.

By *Diane Hoyer*

By *Wheatley*

CITY OF MARYSVILLE

By _____
Attest

By _____
Mayor

Date _____

EXHIBIT C - REVISED

**CONSTRUCTION PHASE SERVICES
Marysville Municipal Airport 3-20-0053-012
Based on estimated 58 working days**

1. <u>Direct Salary Costs</u>			Direct Salary	Total
		<u>Hours</u>	<u>Rate/Hour</u>	<u>Costs (\$)</u>
<u>Title</u>				
Team Leader		0.0	\$80.24	\$0.00
Sr. Project Engineer		12.0	\$64.06	\$768.77
Project Engineer		60.0	\$56.42	\$3,385.20
Elec. or Mech. Engineer		0.0	\$73.94	\$0.00
Assistant Engineer		22.0	\$39.10	\$860.29
Registered Surveyor		12.0	\$51.95	\$623.38
Sr. Technician		10.0	\$31.56	\$315.64
Assoc. Technician		522.0	\$30.37	\$15,852.10
Asst. Technician		0.0	\$28.08	\$0.00
Sr. Clerical		14.0	\$29.90	\$418.60
				<u>\$418.60</u>
			Total Direct Salary Costs:	\$22,223.97
2. <u>Labor and General & Administrative Overhead</u>				
Percentage of Direct Salary Costs*		184.12%		\$40,918.77
3. <u>Fixed Fee: 15% of Item 1 & 2</u>				\$9,471.41
4. <u>Direct Nonsalary Expenses</u>				
Travel (automobile)	1,738 Miles @	\$0.575	\$999.35	
Travel (pickup)	13,716 Miles @	\$0.750	\$10,287.00	
Per Diem (meals)	2 Days @	\$30.00	\$60.00	
Per Diem (motel)	4 Days @	\$150.00	\$600.00	
Copies, Prints, Shipping			\$390.00	
Testing - See Exhibit C1			\$9,482.00	
				<u>\$9,482.00</u>
			Total Expenses:	\$21,818.35
5. Subtotal of Items 1 - 4				\$94,432.50
6. Subcontract costs (Testing) - see Exhibit C1				\$0.00
7. Not-to-Exceed Total (Items 5 & 6)				\$94,432.50
			Rounded:	\$94,400.00

* For Item 2, the consultant should submit a statement of auditable overhead expenses, certified by the consultant's auditor, the sponsor's auditor, the state's auditor, or a Federal government auditor.

EXHIBIT C1 - REVISED

**ESTIMATE OF
CONSTRUCTION TESTING COSTS
Marysville Municipal Airport 3-20-0053-012**

LABORATORY:

Olsson, Inc., Lincoln, NE

LIST ALL ANTICIPATED COSTS

<u>SERVICE OR TEST</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Estimated Total Cost</u>
Moisture / Density (4" Mold)	2	\$150.00	\$300.00
Moisture / Density (6" Mold)	2	\$175.00	\$350.00
Atterberg Limits	2	\$75.00	\$150.00
Percent Passing #200 Sieve	2	\$40.00	\$80.00
Washed Sieve Analysis	2	\$96.00	\$192.00
Mechanical Sieve Analysis	4	\$150.00	\$600.00
Concrete Compressive Strength	30	\$15.00	\$450.00
Concrete cylinder (Store & Cure)	10	\$15.00	\$150.00
Concrete Length Determination	10	\$17.50	\$175.00
Cylinder Molds	30	\$2.50	\$75.00
Concrete Test Set	10	\$120.00	\$1,200.00
Technician	60	\$60.00	\$3,600.00
Professional Engineer Review	8	\$120.00	\$960.00
Trip Charge	10	\$120.00	\$1,200.00
			\$9,482.00
			\$9,482.00

Testing is not a guarantee that all work and materials meet the contract requirements and does not does not relieve the Contractor of any of its responsibilities. The Contractor shall remain solely responsible and liable for the quality and completion of the Project in compliance with contract documents.

Application for Federal Assistance SF-424

* 1. Type of Submission:

- Preapplication
- Application
- Changed/Corrected Application

* 2. Type of Application:

- 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:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name:

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

* c. Organizational DUNS:

d. Address:

* Street1:

Street2:

* City:

County/Parish:

* State:

Province:

* Country:

* Zip / Postal Code:

e. Organizational Unit:

Department Name:

Division Name:

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

Prefix:

* First Name:

Middle Name:

* Last Name:

Suffix:

Title:

Organizational Affiliation:

* Telephone Number:

Fax Number:

* Email:

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:**

.

* Title:

.

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:**

Reconstruct Access Road and Parking Lot

Attach supporting documents as specified in agency instructions.

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.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="676,192.00"/>
* b. Applicant	<input type="text" value="0.00"/>
* c. State	<input type="text" value="0.00"/>
* d. Local	<input type="text" value="0.00"/>
* e. Other	<input type="text" value="0.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="676,192.00"/>

*** 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:
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 checked="" type="checkbox"/> No <input 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:

City Land Use Zoning

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]

Areas 1, 4-9 and 11: Fee

Areas 2, 3, 10,12 and 13: Easements

No Changes on Exhibit A since previous AIP Grant 011

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. Assistance Listing 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			\$ 4,060
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			76,600
5. Other Architectural engineering fees			6,000
6. Project inspection fees			94,400
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			475,632
12. Equipment			
13. Miscellaneous Utility relocation (water, fiber optic, electrical)			19,500
14. Subtotal (Lines 1 through 13)			\$ 676,192
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			676,192
17. Less: Ineligible Exclusions (Section C, line 23 g.)			
18. Subtotal (Lines 16 through 17)			\$ 676,192
19. Federal Share requested of Line 18			676,192
20. Grantee share			0
21. Other shares			
22. TOTAL PROJECT (Lines 19, 20 & 21)			\$ 676,192

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	
25. Other Shares	Amount
a. State	
b. Other	
c. TOTAL - Other Shares	
26. TOTAL NON-FEDERAL FINANCING	

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

PART IV – PROGRAM NARRATIVE
(Suggested Format)

PROJECT: 3-20-0053-012
AIRPORT: Marysville Municipal Airport
1. Objective: Reconstruct Access Road and Parking Lot: The existing asphalt access road and parking lot have reached their useful life.
2. Benefits Anticipated: The new access road and parking lot will provide a safe and reliable access to the airport in addition to the medical transport via helicopters used by the adjacent hospital.
3. Approach: (See approved Scope of Work in Final Application) Construction will either commence the summer/fall of 2021 or spring of 2022, in accordance with the approved plans and specifications. Quarterly reports will be submitted during construction of the project. A close out report will be submitted at the completion of the project with applicable testing results. Sponsor: City of Marysville, Kansas Engineer: Olsson, Lincoln, Nebraska Contractor: AHRS Construction, Inc Bern, Kansas
4. Geographic Location: Marysville Municipal Airport, Marysvill, Marshall County Kansas
5. If Applicable, Provide Additional Information:
6. Sponsor's Representative: (include address & telephone number) City of Marysville, Jason Barnes, Mayor 209 North 8th Street, Marysville, Kansas 785.562.5331



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

Airports Division
Central Region
Iowa, Kansas, Missouri, Nebraska

FAA ACE-600
901 Locust
Kansas City, MO 64106

CRRSA Transmittal Letter

April 9, 2021

Mr. Austin St. John
City Administrator
Marysville Municipal Airport
209 North Eighth
Marysville, KS 66508

Dear Mr. St. John:

Please find the following electronic Airport Coronavirus Response Grant Program (ACRGP) Grant Offer, Grant No. 3-20-0053-013-2021 for Marysville Municipal Airport. This letter outlines expectations for success. Please read and follow the instructions carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, **no later than** May 9, 2021, in order for the grant to be valid.
- c. You may not make any modification to the text, terms or conditions of the grant offer.
- d. The grant offer must be digitally signed by the sponsor's legal signatory authority and then the grant offer will be routed via email to the sponsor's attorney. Once the attorney has digitally attested to the grant, an email with the executed grant will be sent to all parties.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System. The terms and conditions of this agreement require you drawdown and expend these funds within four years.

An airport sponsor may use these funds for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Please refer to the [ACRGP Frequently Asked Questions](#) for further information.

With each payment request you are required to upload an invoice summary directly to Delphi. The invoice summary should include enough detail to permit FAA to verify compliance with the Coronavirus Response and Relief Supplemental Appropriations Act (Public Law 116-260).

For the final payment request, in addition to the requirement listed above for all payment requests, you are required to upload directly to Delphi:

- A final financial report summarizing all of the costs incurred and reimbursed, and

- An SF-425, and.
- A closeout report (A sample report is available [here](#)).

Until the grant is completed and closed, you are responsible for submitting a signed/dated SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open (due December 31 of each year this grant is open).

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

I am readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts.

Sincerely,

Jason Knipp
Kansas State Planner



U.S. Department
of Transportation
Federal Aviation
Administration

AIRPORT CORONAVIRUS RELIEF GRANT PROGRAM (ACRGP)

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date April 9, 2021

Airport/Planning Area Marysville Municipal

CRRSA Grant Number 3-20-0053-013-2021

Unique Entity Identifier 957249667

TO: City of Marysville
(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA an Airports Coronavirus Response Grant Program (herein called "ACRGP") Application dated **March 02, 2021**, for a grant of Federal funds at or associated with the **Marysville Municipal Airport**, which is included as part of this ACRGP Grant Agreement; and

WHEREAS, the Sponsor has accepted the terms of FAA's ACRGP Grant offer;

WHEREAS, in consideration of the promises, representations and assurances provided by the Sponsor, the FAA has approved the ACRGP Application for the **Marysville Municipal Airport**, (herein called the "Grant" or "ACRGP Grant") consisting of the following:

This ACRGP Grant is provided in accordance with the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSA Act or "the Act"), Division M of Public Law 116-260, as described below, to provide eligible Sponsors with funding for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. ACRGP Grant amounts to specific airports are derived by legislative formula (See Division M, Title IV of the Act).

The purpose of this ACRGP Grant is to prevent, prepare for, and respond to coronavirus. Funds provided under this ACRGP Grant Agreement must only be used for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's operational and maintenance expenses or debt service payments in accordance with the limitations prescribed in the Act. ACRGP Grants may be used to reimburse airport operational and maintenance expenses directly related to **Marysville Municipal Airport** and incurred no earlier than January 20, 2020. ACRGP Grants also may be used to reimburse a

Sponsor's payment of debt service where such payments occur on or after December 27, 2020. Funds provided under this ACRGP Grant Agreement will be governed by the same principles that govern "airport revenue." New airport development projects not directly related to combating the spread of pathogens and approved by the FAA for such purposes, may not be funded with this Grant.

NOW THEREFORE, in accordance with the applicable provisions of the CRRSA Act, Public Law 116-260, the representations contained in the Grant Application, and in consideration of (a) the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant Agreement.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **\$9,000**, allocated as follows:

\$9,000	Non-Primary KU 2021
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2. **Grant Performance.** This ACRGP Grant Agreement is subject to the following federal award requirements:
 - a. **The Period of Performance:**
 1. Shall start on the date the Sponsor formally accepts this agreement, and is the date signed by the last Sponsor signatory to the agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance. The period of performance end date shall not affect, relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
 2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or budget periods. (2 Code of Federal Regulations (CFR) § 200.1)
 - b. **The Budget Period:**
 1. The budget period for this ACRGP Grant is 4 years (1,460 calendar days). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the budget period.
 2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to §200.308.
 - c. **Close out and Termination.**
 1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later

than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344)

2. The FAA may terminate this ACRGP Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Unallowable Costs.** The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the CRRSA Act.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Grant Application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages only.
5. **Final Federal Share of Costs.** The United States' share of allowable Grant costs is 100%.
6. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the Grant without undue delays and in accordance with this ACRGP Grant Agreement, the CRRSA Act, and the regulations, policies, standards, and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from funding eligible expenses under the Grant that exceeds three months or a 25 percent reduction in time devoted to the Grant, and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs unless this offer has been accepted by the Sponsor on or before May 9, 2021, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this ACRGP Grant Agreement, the CRRSA Act or other provision of applicable law. For the purposes of this ACRGP Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this ACRGP Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this ACRGP Grant Agreement.

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

- a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
- b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/SAM/pages/public/index.jsf>.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this agreement.

14. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

15. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 United States Code (U.S.C.) § 50101 the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.

16. **Audits for Sponsors.**

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.

17. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-Federal entity attesting the entity is not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.

- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. sub-contracts).
- c. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debar a contractor, person, or entity.

18. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this ACRGP Grant or subgrant funded by this Grant.
 - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - A. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - B. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded by this ACRGP Grant.

19. Trafficking in Persons.

- a. You as the recipient, your employees, subrecipients under this ACRGP Grant, and subrecipients' employees may not –
 - 1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - 2. Procure a commercial sex act during the period of time that the award is in effect; or
 - 3. Use forced labor in the performance of the award or subawards under the ACRGP Grant.
- b. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
 - 1. Is determined to have violated a prohibition in paragraph A of this ACRGP Grant Agreement term; or
 - 2. Has an employee who is determined by the agency official authorized to terminate the ACRGP Grant Agreement to have violated a prohibition in paragraph A.1 of this ACRGP Grant term through conduct that is either –
 - A. Associated with performance under this ACRGP grant; or
 - B. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

- c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A during this ACRGP Grant Agreement.
- d. Our right to terminate unilaterally that is described in paragraph A of this section:
 - 1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
 - 2. Is in addition to all other remedies for noncompliance that are available to the FAA under this ACRGP Grant.

20. Employee Protection from Reprisal.

- a. **Prohibition of Reprisals —**
 - 1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
 - a. Gross mismanagement of a Federal grant;
 - b. Gross waste of Federal funds;
 - c. An abuse of authority relating to implementation or use of Federal funds;
 - d. A substantial and specific danger to public health or safety; or
 - e. A violation of law, rule, or regulation related to a Federal grant.
 - 2. **Persons and bodies covered:** The persons and bodies to which a disclosure by an employee is covered are as follows:
 - a. A member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - c. The Government Accountability Office;
 - d. A Federal office or employee responsible for oversight of a grant program;
 - e. A court or grand jury;
 - f. A management office of the grantee or subgrantee; or
 - g. A Federal or State regulatory enforcement agency.
 - 3. **Submission of Complaint —** A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this ACRGP Grant Agreement may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
 - 4. **Time Limitation for Submittal of a Complaint —** A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
 - 5. **Required Actions of the Inspector General —** Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
 - 6. **Assumption of Rights to Civil Remedy —** Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

- 21. Limitations.** Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this ACRGP Grant Agreement.

22. **Face Coverings Policy.** The sponsor agrees to implement a face-covering (mask) policy to combat the spread of pathogens. This policy must include a requirement that all persons wear a mask, in accordance with Centers for Disease Control (CDC) and Transportation Security Administration (TSA) requirements, as applicable, at all times while in all public areas of the airport property, except to the extent exempted under those requirements. This special condition requires the airport sponsor continue to require masks until [Executive Order 13998, Promoting COVID-19 Safety in Domestic and International Travel](#), is no longer effective.

SPECIAL CONDITIONS FOR USE OF ACRGP FUNDS

CONDITIONS FOR ROLLING STOCK/EQUIPMENT -

1. **Equipment or Vehicle Replacement.** The Sponsor agrees that when using funds provided by this grant to replace equipment, the proceeds from the trade-in or sale of such replaced equipment shall be classified and used as airport revenue.
2. **Equipment Acquisition.** The Sponsor agrees that for any equipment acquired with funds provided by this grant, such equipment shall be used solely for purposes directly related to the airport.
3. **Low Emission Systems.** The Sponsor agrees that vehicles and equipment acquired with funds provided in this grant:
 - a. Will be maintained and used at the airport for which they were purchased; and
 - b. Will not be transferred, relocated, or used at another airport without the advance consent of the FAA.

The Sponsor further agrees that it will maintain annual records on individual vehicles and equipment, project expenditures, cost effectiveness, and emission reductions.

CONDITIONS FOR UTILITIES AND LAND -

4. **Utilities Proration.** For purposes of computing the United States' share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor to operate and maintain airport(s) included in the Grant must not exceed the percent attributable to the capital or operating costs of the airport.
5. **Utility Relocation in Grant.** The Sponsor understands and agrees that:
 - a. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;
 - b. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and
 - c. The utilities must serve a purpose directly related to the Airport.
6. **Land Acquisition.** Where funds provided for by this grant are used to acquire land, the Sponsor shall record the grant agreement, including the grant assurances and any and all related requirements, encumbrances, and restrictions that shall apply to such land, in the public land records of the jurisdiction in which the land is located.

The Sponsor's acceptance of this Offer and ratification and adoption of the ACRGP Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor. The Offer and Acceptance shall comprise an ACRGP Grant Agreement, as provided by the CRRSA Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to this Grant. The effective date of this ACRGP Grant Agreement is the date of the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated April 9, 2021

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

Jim A. Johnson

(Signature)

Jim A. Johnson

(Typed Name)

Director, Central Region Airports Division

(Title of FAA Official)

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the ACRGP Grant Application and incorporated materials referred to in the foregoing Offer under Part I of this ACRGP Grant Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the ACRGP Grant Application and all applicable terms and conditions provided for in the CRRSA Act and other applicable provisions of Federal law.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct. ¹

Dated

City of Marysville

(Name of Sponsor)

(Signature of Sponsor's Designative Official/Representative)

By:

(Type Name of Sponsor's Designative Official/Representative)

Title:

(Title of Sponsor's Designative Official/Representative)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Kansas. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the CRRSA Act. The Sponsor understands funding made available under this Grant Agreement may only be used to reimburse for airport operational and maintenance expenses, and debt service payments. The Sponsor further understands it may submit a separate request to use funds for new airport/project development purposes, subject to additional terms, conditions, and assurances. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated at _____

By:

(Signature of Sponsor's Attorney)

AIRPORT CORONAVIRUS RELIEF GRANT PROGRAM (ACRGP) ASSURANCES

AIRPORT SPONSORS

A. General.

1. These Airport Coronavirus Relief Grant Program (ACRGP) Assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the Coronavirus Response and Relief Supplemental Appropriations Act of 2020 (CRRSA Act or "the Act"), Public Law 116-260. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
2. Upon acceptance of this ACRGP Grant offer by the sponsor, these assurances are incorporated into and become part of this ACRGP Grant Agreement.

B. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this ACRGP Grant that:

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this ACRGP Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. Chapter 471, as applicable
- b. Davis-Bacon Act — 40 U.S.C. 276(a), et. seq.
- c. Federal Fair Labor Standards Act — 29 U.S.C. 201, et. seq.
- d. Hatch Act — 5 U.S.C. 1501, et. seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et. seq.
- f. National Historic Preservation Act of 1966 — Section 106 — 16 U.S.C. 470(f).
- g. Archeological and Historic Preservation Act of 1974 — 16 U.S.C. 469 through 469c.
- h. Native Americans Grave Repatriation Act — 25 U.S.C. Section 3001, et. seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) — 42 U.S.C. 4012a.
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).

- p. Age Discrimination Act of 1975 — 42 U.S.C. 6101, et. seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 — 42 U.S.C. 4151, et. seq.
- s. Power plant and Industrial Fuel Use Act of 1978 — Section 403- 2 U.S.C. 8373.
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. 327, et. seq.
- u. Copeland Anti-kickback Act — 18 U.S.C. 874.1.
- v. National Environmental Policy Act of 1969 — 42 U.S.C. 4321, et. seq.
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 — 31 U.S.C. 7501, et. seq. ²
- y. Drug-Free Workplace Act of 1988 — 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 14005 – Ensuring the Future Is Made in All of America by All of America's Workers.

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. ^{3,4}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 28 CFR Part 35 – Discrimination on the Basis of Disability in State and Local Government Services.
- e. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- f. 29 CFR Part 1 – Procedures for predetermination of wage rates. ¹
- g. 29 CFR Part 3 – Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States. ¹

- h. 29 CFR Part 5 – Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- i. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).¹
- j. 49 CFR Part 20 – New restrictions on lobbying.
- k. 49 CFR Part 21 – Nondiscrimination in Federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- l. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- m. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Program.
- n. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹
- o. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- p. 49 CFR Part 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- q. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- r. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- s. 49 CFR Part 41 – Seismic safety of Federal and Federally assisted or regulated new building construction.

FOOTNOTES TO ASSURANCE ACRGP ASSURANCE B.1.

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses
- ⁴ Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations, or circulars are incorporated by reference in this Grant Agreement.

1. Purpose Directly Related to the Airport

It certifies that the reimbursement sought is for a purpose directly related to the airport.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing

and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. **Private Sponsor:**

It has legal authority to apply for this Grant and to finance and carry out the proposed Grant and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Good Title.

It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

4. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with this Grant Agreement.
- c. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.

5. Consistency with Local Plans.

Any project undertaken by this Grant Agreement is reasonably consistent with plans (existing at the time of submission of the ACGRP 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.

6. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where any project undertaken by this Grant Agreement may be located.

7. Consultation with Users.

In making a decision to undertake any airport development project undertaken by this Grant Agreement, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

8. Pavement Preventative Maintenance.

With respect to a project undertaken by this Grant Agreement for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport, including ACRGP funds provided under this Grant Agreement. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

9. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the Grant in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

10. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

11. Veteran's Preference.

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

12. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and

operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

1. Operating the airport's aeronautical facilities whenever required;
 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 3. Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

13. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

14. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.

15. Exclusive Rights.

The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

- a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and
- b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

16. Airport Revenues.

- a. This Grant shall be available for any purpose for which airport revenues may lawfully be used to prevent, prepare for, and respond to coronavirus. Funds provided under this ACRGP Grant Agreement will only be expended for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport(s) subject to this agreement and all applicable addendums for costs related to

operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments as prescribed in the Act

- b. For airport development, 49 U.S.C. § 47133 applies.

17. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

18. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

19. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 - 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 - 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 - 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan

as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

20. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 - 1. Programs and Activities. If the sponsor has received a grant (or other Federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities
 - 2. Facilities. Where it receives a grant or other Federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 - 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

 - 1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
 - 2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language

It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this Grant and in all proposals for agreements, including airport concessions, regardless of funding source:

“The City of Marysville, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

e. **Required Contract Provisions.**

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT Acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - A. For the subsequent transfer of real property acquired or improved under the applicable activity, grant, or program; and
 - B. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, grant, or program.
 - C. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
 - D. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

21. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

22. Policies, Standards and Specifications.

It will carry out any project funded under an Airport Coronavirus Relief Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated March 11, 2021, included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

23. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

24. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

25. Acquisition Thresholds.

The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than \$5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does not exceed \$10,000, unless authorized in accordance with 2 CFR § 200.320. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the \$250,000 threshold for simplified acquisitions.

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

View the most current Series 150 Advisory Circulars (ACs) for Airport Projects at
http://www.faa.gov/airports/resources/advisory_circulars and
http://www.faa.gov/regulations_policies/advisory_circulars

City of Marysville Fire Station Lease Purchase Bid Request

4/26/2021

The City of Marysville is requesting bids to supply the financing for the new fire station, currently under construction. The city is asking for \$400,000 in credit/temp note to be narrowed down upon the project's completion. The final agreement will be for a lease purchase to be paid in 4-6 years.

Each bank can either present their own bid or team up with other bank(s) to present a combined bid. Each bid should include options for 4-year, 5-year or 6-year lease purchase agreements and amortization schedules to accompany each option. The options should be presented as if the final amount is \$400,000 with the understanding that the amount will change by the end of the project and when the final paperwork is drawn up.

Bids will be due May 5th at 3:00 pm to the following address:

Fire Station Lease Purchase
Austin St. John
209 N 8th Street
Marysville, KS 66508

Bids may also be emailed to cityadm@bluevalley.net.

All questions should be directed to Austin St. John, City Administrator by calling 785-562-5331 or emailing cityadm@bluevalley.net.

Fire Station Budget Form			
Facility Budget	CDBG Funds	City Funds	Total Cost
Fire Station Construction	\$520,000	\$653,200	\$1,173,200
Construction Inspection		\$63,099	\$63,099
Architectural Services		\$89,133	\$89,133
Other Professional Services		\$26,633	\$26,633
Total Facility Budget	\$520,000	\$832,065	\$1,352,065
Administration			
Administrative Activities	\$20,000	\$2,500	\$22,500
Legal		\$10,000	\$10,000
Total Administration	\$20,000	\$12,500	\$32,500
Total	\$540,000	\$844,565	\$1,384,565

City Funds Breakdown	
Total Needed for Project	\$844,565
Total Budgeted Cash (2020/2021)	\$469,498
Total Needing Financed	\$375,067
Recommend Financing	\$410,000

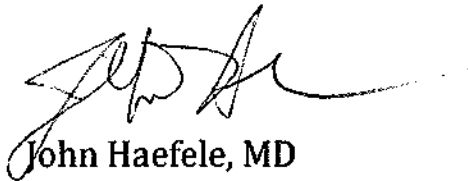
TO: CITY OF MARYSVILLE

FROM: MARYSVILLE HIGH SCHOOL BASEBALL TEAM AND BULLDOG BOOSTERS

RE: PLACEMENT OF SEMI-PERMANENT STORAGE SHED AT FELDHAUSEN FIELD

PURPOSE: The MHS Baseball team is in need of storage for practice and game equipment at Feldhausen Field. The Bulldog Boosters have agreed to fund the construction and placement of a 10'x16' storage building for such a purpose. The shed will be locked when not in use. The City will not be responsible for any maintenance of the shed or its contents. We would like to place the shed in the parking lot outside of the field of play on the Left field side or other mutually agreed upon location that the City would prefer.

Thank you,

A handwritten signature in black ink, appearing to read 'John Haefele', with a long horizontal flourish extending to the right.

**John Haefele, MD
Varsity Baseball Coach
Marysville High School**