RUSSELL CITY COUNCIL MEETING
CITY HALL - 133 W. 8TH STREET - RUSSELL, KANSAS
Date: TUESDAY, SEPTEMBER 21, 2021 – Time: 4:30 PM

To allow for proper social distancing to limit the spread of COVID-19, a limited number of people may attend the meeting in person. If you cannot attend in person or choose not to, you can watch the live-streamed event at http://www.russellcity.org/274/GoTo-Meeting.

1. CALL TO ORDER

2. INVOCATION/PLEDGE OF ALLEGIANCE

3. APPROVAL OF AGENDA

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

5. PRESENTATIONS AND PUBLIC HEARINGS

a. Public Hearing for Community Development Block Grant - W Wichita Mill & Overlay Grant Application
W. Wichita Mill & Overlay Budget

b. Water Source Status
US Drought Monitor - Kansas Sep 14, 2021
NOAA Three Month Precipitation Probability
NOAA Three Month Temperature Probability

6. CONSENT AGENDA

a. Consent Agenda Items
September 7, 2021 Council Meeting Minutes
Appropriation Ord. A-09-21
Checks
Checks >10K
August 2021 Bank Reconciliation
August 2021 Financials
Sales Tax Distribution August 2021
Arborist License

7. UNFINISHED BUSINESS

a. Removal and Replacement of Municipal Swimming Pool Aquatic Equipment
Corrugated steel pans (Slide Tower)
Corrugated steel pans (Slide Tower)
Toddler Slide
Water Slide

Capri Pools & Aquatics Proposal
Whitewater Proposal

8. NEW BUSINESS

a. Resolution Certifying Legal Authority to Apply for 2022 CDBG Grant - W. Wichita Mill & Overlay
Resolution 18-21 Certifying Legal Authority to Apply for CDBG Funds
Funds Certification Letter

b. Resolution Assuring Funds Provided for Operation and Maintenance - W. Wichita
Resolution 19-21
Residential Anti-Displacement & Relocation Assistance
Statement of Assurances and Certifications
Disclosure Update Report
Determination of Level of Reveiw

c. Agreement with NWKPDC for CDBG Grant Administration - W. Wichita Mill & Overlay
Administration Contract

d. Assistance To Firefighter's Grant

AFG Funding Opportunity

e. Temporary Traffic Regulation No. 2021-01
Temporary Traffic Regulation 2021-01 Signed.pdf

f. No Parking Zones - 500 and 600 blocks of State St.
Remove No Parking Signs.pdf

g. City Property Development Memorandum of Understanding
CDP and PFDG Projects

9. DEPARTMENT REPORTS

a. Department Reports
August Police Activity Report
August Stats for Fire Department
August 911 Call Summary
August Building Permit Report
August Code Enforcement Report

10. PUBLIC COMMENTS II

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

11. EXECUTIVE SESSION

12. GOVERNING BODY/CITY MANAGER COMMENTS

13. ADJOURNMENT

In compliance with the Americans with Disabilities Act, the City of Russell will provide reasonable accommodations for all public meetings. Persons requiring accommodations in attending any of our public meetings should contact the City Clerk, at 785.483.6311 a minimum of 48 hours prior to the meeting. If you cannot attend in person, you can watch the live-streamed event at http://www.russellcity.org/274/GoTo-Meeting.

CITY OF Russell

CITY COUNCIL AGENDA FORM

Meeting Date:	September 21, 2021
Agenda Item Title:	Public Hearing for Community Development Block Grant - W Wichita Mill & Overlay Grant Application
Department:	City Clerk
Presenter:	Corina Cox -NWKPD

Background:

In 2016 Bartlett & West developed a Transportation Master Plan rating all city streets. Staff has been working on a Asset Management Plan to schedule the replacement of city infrastructure and equipment. A few years ago the state decommissioned Wichita Ave and paid the City a lump sum to maintain the road. It is now the sole responsibility of the City to take care of this street. West Wichita Ave is in dire need of a mill and overlay. Grant funding is needed in order to complete this project. CDBG is now giving extra points to communities that apply for and receive funding from a Foundation. Staff applied for a Dane G. Hansen Grant and was awarded $36,030.

This public hearing is for public input on the proposed project. The cost of the project is $720,600 with CDBG funds paying $360,300, Dane G Hansen paying $36,030 and the City paying $324,270.

Funding Source:

CDBG Grant Funds, Dane G. Hansen Grant Funds, Capital Improvement Fund, Special Highway Fund

City Attorney Review/Comment: N/A

Options:

1. Open the Public hearing for Public Input on Proposed Project

	2. Take no action - the hearing is not held and the city is ineligible for CDBG grant funding
Staff Recommendations:	Hold the public hearing for input on proposed project

Attachments:
W. Wichita Mill & Overlay Budget

Form B – Project Budget Form:

Activity	CDBG Funds	Other Funds	Total Cost	Source of Other Funds
1. **Public Facilities proposed: (whole dollars)**				
a.) Street System Improvements	340,300	259,700	600,000	City of Russell
b.)				
c.)				
d.) Acquisition, including easements				
e.) Engineering Design	0	40,000	40,000	City of Russell
f.) Construction Inspection	0	60,000	60,000	City of Russell
g.) Architectural Services				
h.) Other Professional Services*				
Total, Public Facility Activities	340,300	359,700	700,000	
2. **Reserved for Housing Activities:**				
Total, Housing Activities				
3. **Administration:**				
a.) Administrative Activities	20,000	600	20,600	City of Russell
b.) Legal**				
c.) Audit				
Total, Administration	20,000	600	20,600	
4. **Total, All Activities**	360,300	360,300	720,600	

*Other professional services; please explain: ______________________

** Provide explanation of need of these expenses: ______________________

CITY OF Russell

CITY COUNCIL AGENDA FORM

Meeting Date: September 21, 2021

Agenda Item Title: Water Source Status

Department: City Manager

Presenter: Jon Quinday

Background: The U.S. Drought Monitor has Russell, the Pfiefer well field, and Big Creek intake improved from Moderate Drought to Abnormally Dry conditions. The National Weather Service Climate Prediction Center's outlook continues to show a 33-40% probability of above average temperatures and a 33-44% chance of below average precipitation for October- December. We continue to monitor our sources closely and do not anticipate a change in water conservation status in the next 14 days.

Funding Source: N/A

City Attorney Review/Comment: N/A

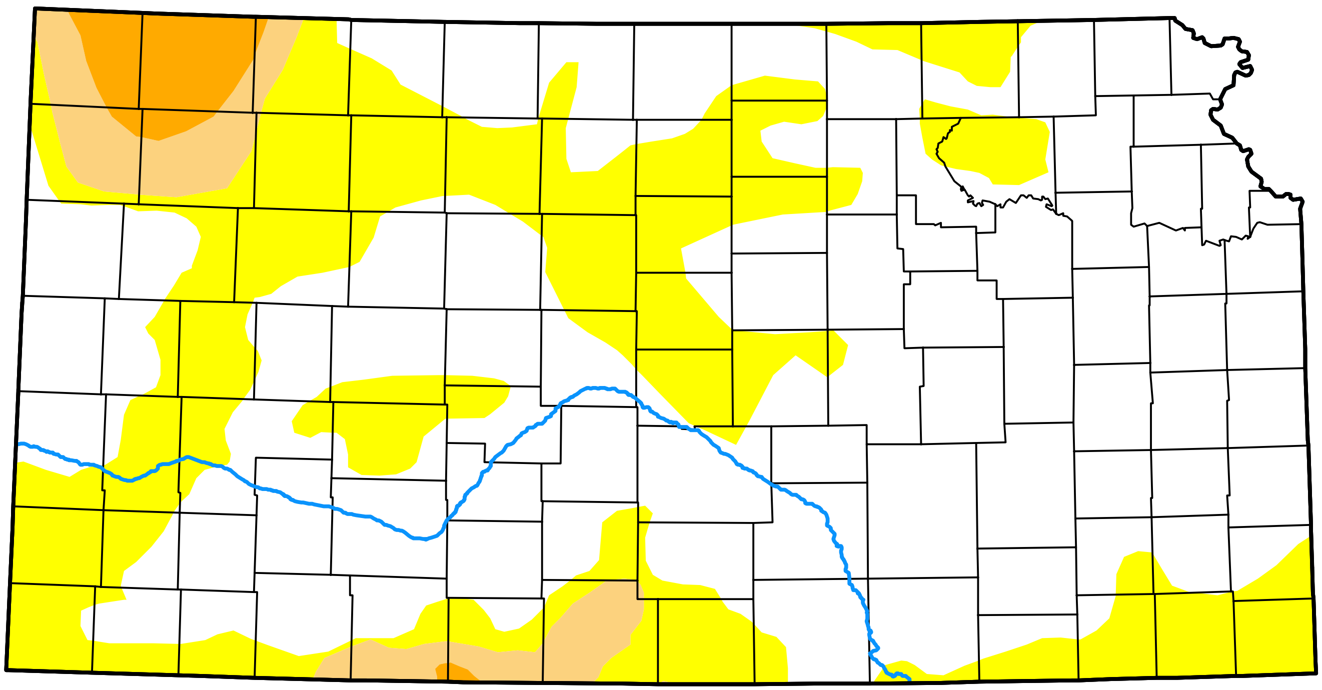
Options: Informational Item

Staff Recommendations: Informational Item

Attachments:
US Drought Monitor - Kansas Sep 14, 2021
NOAA Three Month Precipitation Probability
NOAA Three Month Temperature Probability

U.S. Drought Monitor
Kansas

September 14, 2021
(Released Thursday, Sep. 16, 2021)
Valid 8 a.m. EDT



Intensity:

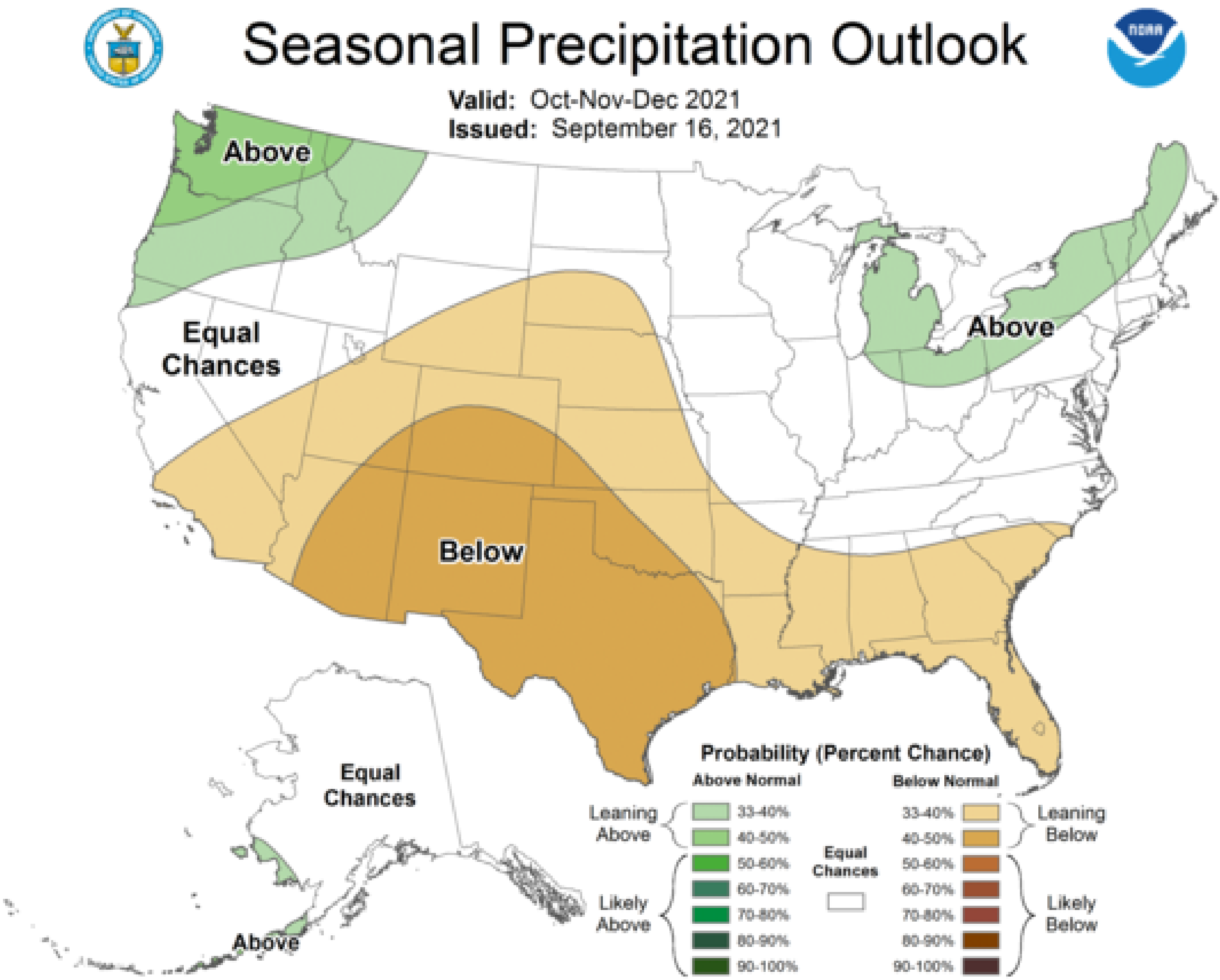
- None
- D0 Abnormally Dry
- D1 Moderate Drought
- D2 Severe Drought
- D3 Extreme Drought
- D4 Exceptional Drought

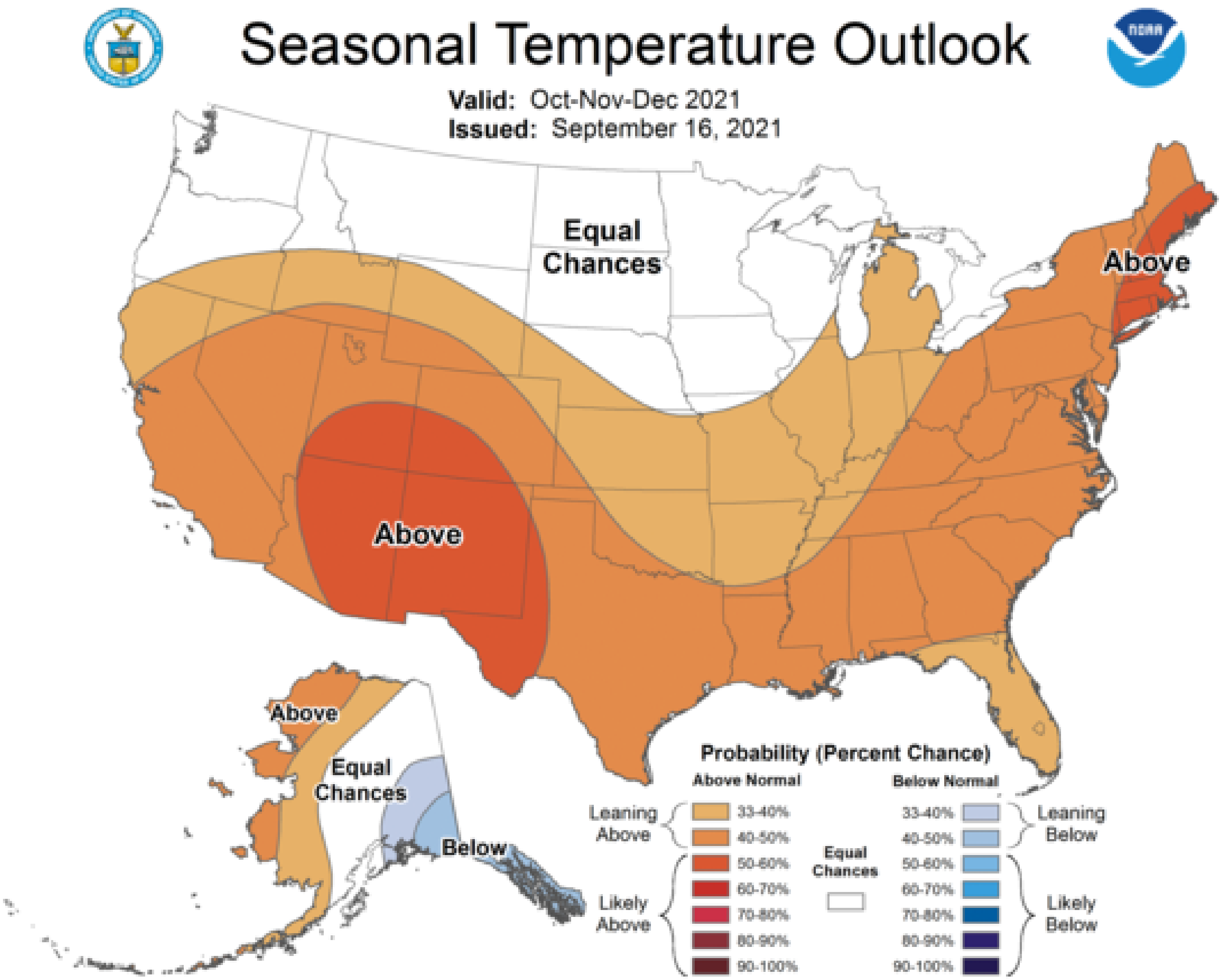
The Drought Monitor focuses on broad-scale conditions. Local conditions may vary. For more information on the Drought Monitor, go to https://droughtmonitor.unl.edu/About.aspx

Author:

Brad Rippey
U.S. Department of Agriculture

droughtmonitor.unl.edu


Seasonal Precipitation Outlook
Valid: Oct-Nov-Dec 2021
Issued: September 16, 2021
Above
Equal Chances
Below
Above
Equal Chances
Above
Probability (Percent Chance)
Above Normal
Below Normal
Leaning Above
33-40%
40-50%
Likely Above
50-60%
60-70%
70-80%
80-90%
90-100%
Equal Chances
Leaning Below
Likely Below


Seasonal Temperature Outlook
Valid: Oct-Nov-Dec 2021
Issued: September 16, 2021
Equal Chances
Above
Above
Above
Equal Chances
Below
Probability (Percent Chance)
Above Normal
Below Normal
Leaning Above
33-40%
40-50%
Likely Above
50-60%
60-70%
70-80%
80-90%
90-100%
Equal Chances
33-40%
40-50%
Leaning Below
50-60%
60-70%
70-80%
80-90%
90-100%
Likely Below

CITY COUNCIL AGENDA FORM

Meeting Date: September 21, 2021

Agenda Item Title: Consent Agenda Items

Department: City Manager

Presenter: Jon Quinday

Background: Items to approve:

1. September 7, 2021 Council Meeting Minutes
2. Appropriation Ordinance
3. August 2021 Financials
4. Arborist License

Funding Source: N/A

City Attorney Review/Comment: N/A

Options:

1. Approve the consent agenda as presented
2. By motion, separate items for individual consideration

Staff Recommendations: Approve the consent agenda as presented

Attachments:

September 7, 2021 Council Meeting Minutes
Appropriation Ord. A-09-21
Checks
Checks >10K
August 2021 Bank Reconciliation
August 2021 Financials
Sales Tax Distribution August 2021

Arborist License

Tuesday, September 7, 2021

Russell City Council Meeting - Minutes
City Hall
Russell, KS

Present: Councilmember Aaron Talbott, Councilmember Blaine Stoppel, Councilmember Dustin Madden, Mayor Jim Cross, Councilmember Lonnie Whitten, Councilmember Michelle Wagner, Councilmember Mitch Driscoll, Councilmember Monty Morrill, Councilmember Lisa Schreiner

1. CALL TO ORDER

Mayor Jim Cross called the meeting to order at 4:30pm with the following members in attendance: City Manager Jon Quinday, City Attorney Ken Cole, Police Chief Jordan Harrison, Public Works Director Rich Krause, Building Official Roger Sells, Fire Chief Dylan Riedel, Electric Director Duane Banks, Assistant City Manager Kayla Schneider, Finance Director/City Clerk Katrina Woelk.

2. INVOCATION/PLEDGE OF ALLEGIANCE

3. APPROVAL OF AGENDA

Councilmember Lonnie Whitten made a motion to approve agenda. Councilmember Dustin Madden seconded. The motion carried unanimously.

4. PUBLIC COMMENTS I

None

5. PRESENTATIONS AND PUBLIC HEARINGS

5.a Budget Hearing for the Amendment of the 2021 Special Parks Budget

Mayor Jim Cross opened the budget hearing for the amendment of the 2021 Special Parks Budget. There were no public comments. Mayor Jim Cross closed the public hearing.

5.b 2022 Budget Revenue Neutral Rate Hearing and Resolution

Mayor Jim Cross opened the public hearing for the 2022 Budget Revenue Neutral Rate Hearing. No public comments were made. Mayor Jim Cross closed the hearing.

Councilmember Dustin Madden made a motion to adopt the Revenue Neutral Resolution as presented. Councilmember Blaine Stoppel seconded. The motion carried unanimously.

5.c 2022 Budget Hearing

Mayor Jim Cross opened the 2022 Budget Hearing. No public comments were made. Mayor Jim Cross closed the public hearing.

5.d Introduction of New Police Officer Matt Luder

Police Chief Jordan Harrison introduced the new police officer Matt Luder.

5.e Water Source Status

City Manager Jon Quinday gave an update on the status of Pfiefer wells and Big Creek.

Councilmember Lisa Schreiner arrived at the meeting at 4:37pm.
Councilmember Michelle Wagner arrived at the meeting at 4:38pm.

6. CONSENT AGENDA

6.a Consent Agenda Items

Councilmember Dustin Madden made a motion to approve the consent agenda. Councilmember Blaine Stoppel seconded. The motion carried unanimously.

7. UNFINISHED BUSINESS

7.a Amend the 2021 Special Parks Budget

Councilmember Dustin Madden made a motion to adopt the Amended 2021 Special Parks Budget. Councilmember Lonnie Whitten seconded. The motion carried unanimously.

7.b Adopt 2022 Budget

Councilmember Blaine Stoppel made a motion to adopt the 2022 Budget as presented. Councilmember Aaron Talbott seconded. The motion carried unanimously.

7.c Approve 10-year Capital Improvement and Equipment Reserve Fund Plans for CY 2022 - 2031

Councilmember Dustin Madden made a motion to approve the Capital Improvement and Equipment Reserve Plans with the modification by moving the filter from 2024 to 2021 at the pool. Councilmember Blaine Stoppel seconded. The motion carried unanimously.

7.d Northwest Kansas Planning and Development Commission (NWKP&DC) Contract Amendment

Councilmember Dustin Madden made a motion to approve the amendment to the Northwest Kansas Planning and Development Commission contract to include the Title VIII Civil Rights statement. Councilmember Blaine Stoppel seconded. The motion carried unanimously.

7.e Bartlett & West Contract Amendment

Councilmember Dustin Madden made a motion to amend the Contract with Bartlett & West to include the Title VIII Civil Rights Statement. Councilmember Blaine Stoppel seconded. The motion carried unanimously.

7.f Review and Consideration of Bid - Bickerdyke Park, Water Tower Park and Fossil Creek Park

Councilmember Dustin Madden made a motion to approve the low bid from Playscapes Structures in the amount of $218,474.68 contingent upon approval from the Kansas Department of Commerce. Councilmember Blaine Stoppel seconded. The motion carried unanimously.

7.g Water Tower Design Contest

Councilmember Lonnie Whitten made a motion to approve the South Water Tower Design as presented. Councilmember Aaron Talbott seconded. The motion carried unanimously.

8. NEW BUSINESS

8.a Request for Dangerous Structure Hearing for 394 W. 10th St.

Councilmember Dustin Madden made a motion to approve the resolution setting a public hearing at 4:30 pm on November 2, 2021 in the Council Chambers where the owner, his or her agent, any lien holders of record and any occupant of the house and accessory buildings located at 394 W. 10th Street may appear and show cause why the structure should not be condemned as unsafe or dangerous and ordered repaired or demolished. Councilmember Michelle Wagner seconded. The motion carried unanimously.

8.b Special Event Application and Temporary CMB License - Bricks, Broncs, and BBQ

Councilmember Dustin Madden made a motion to approve the Resolution Exempting Certain Tract of City Property from Provisions of Russell City Code 3-207, and the Special Event Application with waiver of fees. Councilmember Michelle Wagner seconded. The motion carried unanimously.

8.c Special Event Application - Joey Carter Memorial Softball Tournament

No action taken

8.d Street Maintenance Shop Roof Repair

Councilmember Dustin Madden made a motion to approve the bid from Yutzy's Roofing in the amount of $16,590. Councilmember Aaron Talbott seconded. The motion carried unanimously.

8.e Revitalize Russell - Request for Funding from Johnson Trust Fund

Councilmember Aaron Talbott made a motion to approve the use of the Duke Johnson Trust Fund for 15% of the total Historic Park project not to exceed $100,000. Councilmember Michelle Wagner seconded. The motion carried 6 to 1 with Councilmember Mitch Driscoll voting no and Councilmember Blaine Stoppel abstaining.

9. DEPARTMENT REPORTS

Fire Chief Dylan Riedel talked about adopt a fire hydrant. Allowing citizens that have a fire hydrant in their yard they can paint it by submitting a design to paint the base of the hydrant.

Kayla talked about adopt a park to clean up the parks.

10. PUBLIC COMMENTS II

Wilmer Wegele talked about living in California and picking up bags alongside the road.

11. EXECUTIVE SESSION

11.a Consultation with an attorney on matters that would be deemed privileged in an attorney-client relationship

Councilmember Lonnie Whitten made a motion to recess into executive session, to include the city manager, assistant city manager, and city attorney, to discuss litigation pursuant to the consultation with an attorney on matters that would be deemed privileged in an attorney-client relationship exception, K.S.A. 75-4319(b)(2). The open meeting will resume in the city council chamber at 6:05 p.m. Councilmember Dustin Madden seconded. The motion carried unanimously.

The meeting resumed at 6:05 p.m. with no action taken.

Councilmember Lonnie Whitten made a motion to recess into executive session, to include the city manager, assistant city manager, and city attorney, to discuss litigation pursuant to the consultation with an attorney on matters that would be deemed privileged in an attorney-client relationship exception, K.S.A. 75-4319(b)(2). The open meeting will resume in the city council chamber at 6:10 p.m. Councilmember Dustin Madden seconded. The motion carried unanimously.

The meeting resumed at 6:10 p.m. with no action taken.

12. GOVERNING BODY/CITY MANAGER COMMENTS

13. ADJOURNMENT

Councilmember Dustin Madden made a motion to adjourn the meeting. Councilmember Michelle Wagner seconded. The motion carried unanimously.

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Katrina Woelk, City Clerk

CITY OF RUSSELL
ACCOUNTS PAYABLE
APPROPRIATION ORD. A-09-21
08/18/21-09/21/21

FUND NO#	FUND NAME	AMOUNT
10	GENERAL FUND	$90,218.91
12	AIRPORT FUND	$835.45
16	INDUSTRIAL FUND	$740.00
18	BOND & INTEREST FUND	
22	LIBRARY FUND	
24	FIRE EQUIPMENT FUND	
26	RECREATION FUND	
28	PERSONNEL BENEFITS	$48,689.26
29	SPECIAL HIGHWAY FUND	$1,226.50
36	ELECTRIC FUND	$613,157.87
37	WATER IMPROVEMENT FUND	$19,196.75
38	WATER FUND	$69,524.91
39	SANITATION/RECYCLING FUND	$20,739.71
40	ELECTRIC DEPRECIATION FUND	
45	WASTEWATER REPLACEMENT FUND	$25,343.00
46	WASTEWATER FUND	$6,688.17
47	SPECIAL PARK & RECREATION	
48	SANITATION RESERVE	
51	CAPITAL IMPROVEMENTS FUND	$342,269.73
52	EQUIPMENT RESERVE FUND	
61	MUNICIPAL COURT FUND	$524.50
65	INDUSTRIAL DEV/ECON DEV GRANT FUND	
66	DEINES CENTER GRANT	
68	WATER CAPITAL PROJ FUND	
70	AIRPORT PROJECT FUNDS	
71	PFIEFER WELL EXPANSION	
80	HEALTH INSURANCE TRUST	
81	GOLF COURSE IMPROVEMENT FUND	$153.50
82	SINK OR SWIM	
83	INSURANCE PROCEEDS FUND	
84	RISK MANAGEMENT RESERVE	$133.19
85	DRUG FORFEITURE FUND	
86	JOHNSON TRUST FUND	
87	FIREFIGHTER ACTIVITY	$86.75
89	DEINES CENTER TRUST FUND	
90	DONATION FUND	
99	TRANSFER TO UMB TO COVER P/R	
	** TOTALS **	$1,239,528.20

DEPARTMENT TOTALS

DEPARTMENT		DEPARTMENT NAME	AMOUNT
10		NON-DEPARTMENTAL	49,411.15
10	00	NON-DEPARTMENTAL	70.00CR
10	01	ADMINISTRATION	138.45
10	02	ARMORY BUILDING	54.93
10	09	MAYOR/COUNCIL	38.86
10	10	CITY MANAGER/HR	3,198.25
10	11	CITY CLERK	3,660.70
10	12	TRANSPORTATION/(BUS)	68.36
10	13	POLICE	10,268.89
10	14	PUBLIC WORKS	463.24
10	15	FIRE	5,638.72
10	16	MUNICIPAL COURT	538.76
10	19	911	595.33
10	20	BUILDING, PLANNING & ZONE	611.82
10	21	STREET	6,203.15
10	25	GOLF COURSE	1,833.31
10	27	SWIMMING POOL	1,086.15
10	29	PARK	6,209.42
10	30	DEINES CENTER	269.42
		** FUND TOTAL **	90,218.91
12	01	NON DEPARTMENTAL	835.45
		** FUND TOTAL **	835.45
16	01	NON DEPARTMENTAL	740.00
		** FUND TOTAL **	740.00
28	01	NON DEPARTMENTAL	48,689.26
		** FUND TOTAL **	48,689.26
29	01	NON DEPARTMENTAL	1,226.50
		** FUND TOTAL **	1,226.50
36		NON-DEPARTMENTAL	65,817.61
36	01	ADMINISTRATION	825.67
36	93	ELECTRIC PRODUCTION	543,108.30
36	95	ELECTRIC DISTRIBUTION	3,406.29
		** FUND TOTAL **	613,157.87
37	01	NON DEPARTMENTAL	19,196.75
		** FUND TOTAL **	19,196.75
38		NON-DEPARTMENTAL	15,609.89
38	01	ADMINISTRATION	402.66
38	93	WATER PRODUCTION	51,754.68
38	95	WATER DISTRIBUTION	1,757.68
		** FUND TOTAL **	69,524.91

DEPARTMENT TOTALS

DEPARTMENT	DEPARTMENT NAME	AMOUNT
39	NON-DEPARTMENTAL	4,075.25
39 01	ADMINISTRATION	286.18
39 93	SANITATION DEPARTMENT	16,378.28
	** FUND TOTAL **	20,739.71
45 01	NON DEPARTMENTAL	25,343.00
	** FUND TOTAL **	25,343.00
46	NON-DEPARTMENTAL	3,385.08
46 01	ADMINISTRATION	3,303.09
	** FUND TOTAL **	6,688.17
51 01	NON DEPARTMENTAL	342,269.73
	** FUND TOTAL **	342,269.73
61	NON-DEPARTMENTAL	524.50
	** FUND TOTAL **	524.50
81 01	NON DEPARTMENTAL	153.50
	** FUND TOTAL **	153.50
84 01	GENERAL FUND	133.19
	** FUND TOTAL **	133.19
87 01	FIRE ADMINISTRATION	86.75
	** FUND TOTAL **	86.75
	** TOTAL **	1,239,528.20

0 ERRORS
3 WARNINGS

VENDOR SET: 01 City of Russell
BANK: APBK POOL CASH ACCOUNT
DATE RANGE: 8/18/2021 THRU 9/21/2021

VENDOR I.D.	NAME		STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
11100	KS CONSUMERS COMP USE TAX		D	8/25/2021			000000		599.60
11101	KS DEPARTMENT OF REVENUE		D	8/25/2021			000000		18,750.38
11114	KMEA - EMP 2 OPERATING ACCT		D	8/20/2021			000000		299,532.52
11114	KMEA - EMP 2 OPERATING ACCT		D	8/26/2021			000000		100,492.93
11114	KMEA - EMP 2 OPERATING ACCT		D	9/03/2021			000000		118,126.20
11114	KMEA - EMP 2 OPERATING ACCT		D	9/13/2021			000000		5,780.75
11130	KANSAS GAS SERVICE		D	8/25/2021			000000		3,161.75
11130	KANSAS GAS SERVICE		D	9/02/2021			000000		726.36
13173	MIDWEST ENERGY, INC.		D	8/23/2021			000000		1,855.71
13173	MIDWEST ENERGY, INC.		D	9/13/2021			000000		127.71
13173	MIDWEST ENERGY, INC.		D	9/20/2021			000000		1,647.57
14069	NEX-TECH, LLC		D	8/20/2021			000000		52.95
26535	MICROSOFT CORPORATION		D	8/18/2021			000000		596.00
16131	MARK W ZORN		D	9/21/2021			000821		
23146	ROBERT WOODMAN		V	1/17/2017			039920		56.25
23146	ROBERT WOODMAN								
23146	ROBERT WOODMAN								
M-CHECK	ROBERT WOODMAN	UNPOST	V	8/24/2021			039920		56.25CR
26418	SIMPLY DIVINE		V	11/20/2018			043620		55.00
26418	SIMPLY DIVINE								
26418	SIMPLY DIVINE								
M-CHECK	SIMPLY DIVINE	UNPOST	V	8/24/2021			043620		55.00CR
1	NOLAND, DAVID N		V	5/21/2019			044548		130.00
1	NOLAND, DAVID N	UNPOST							
1	NOLAND, DAVID N	UNPOST							
M-CHECK	NOLAND, DAVID N	UNPOST	V	8/24/2021			044548		130.00CR

VENDOR SET: 01 City of Russell
BANK: APBK POOL CASH ACCOUNT
DATE RANGE: 8/18/2021 THRU 9/21/2021

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
26453	STATE OF KANSAS	V	5/21/2019			044640		60.00
26453	STATE OF KANSAS							
26453	STATE OF KANSAS							
M-CHECK	KS DEPT OF HEALTH AND ENUNPOST	V	8/24/2021			044640		60.00CR
1	WEIGEL, KIM	V	8/20/2019			045153		250.00
1	WEIGEL, KIM UNPOST							
1	WEIGEL, KIM UNPOST							
M-CHECK	WEIGEL, KIM UNPOST	V	8/24/2021			045153		250.00CR
26675	NJ CRIMINAL INTERDICTION LLC	V	10/22/2019			045595		249.00
26675	NJ CRIMINAL INTERDICTION LLC							
26675	NJ CRIMINAL INTERDICTION LLC							
M-CHECK	NJ CRIMINAL INTERDICTIONUNPOST	V	8/24/2021			045595		249.00CR
01202	ARAMARK UNIFORM & CAREER APPAR	R	8/18/2021			049404		1,177.18
26806	D&F SERVICES, LLC	R	8/18/2021			049405		685.00
16137	THE PITNEY BOWES BANK INC	R	8/18/2021			049406		80.28
19140	SDK LABORATORIES, INC	R	8/18/2021			049407		519.35
26591	JERRY SUCHY	R	8/18/2021			049408		400.00
20090	NICHOLS VETERINARY ENTERPRISES	R	8/18/2021			049409		377.00
1	TWENTER, JEFFERY/RICHELLE	R	8/18/2021			049410		1,814.55
20986	UMB BANK	R	8/18/2021			049411		2,469.68
20986	UMB BANK	R	8/18/2021			049415		12.96
02070	BARTLETT & WEST, INC.	R	8/18/2021			049416		32,817.68
02070	BARTLETT & WEST, INC.	R	8/18/2021			049417		9,938.25
03290	CLARKE WELL & EQUIPMENT, INC.	R	8/18/2021			049418		2,290.00
12160	LAMPTON WELDING SUPPLY CO, INC	R	8/18/2021			049419		409.09

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
26826	MORGAN BROTHERS CONSTRUCTION I	R	8/18/2021			049420		309,452.05
18083	THOMAS G RIEDEL	R	8/18/2021			049421		66.29
19233	SOLAR TURBINES INCORPORATED	R	8/18/2021			049422		4,507.77
26674	EMPLOYERS MUTUAL CASUALTY COMP	R	8/18/2021			049424		2,500.00
26811	BOMGAARS SUPPLY INC	R	8/24/2021			049425		546.76
03045	CORRECT CARE SOLUTIONS, LLC	R	8/26/2021			049451		36.00
18170	WEST-CENTRAL KANSAS ASSOC INC	R	8/26/2021			049452		444.74
01100	ALTEC, INC.	R	9/10/2021			049453		159.39
01154	AMERICAN TEST CENTER, INC	R	9/10/2021			049454		1,168.00
01202	ARAMARK UNIFORM & CAREER APPAR	R	9/10/2021			049455		916.24
26567	BORDER STATES INDUSTRIES, INC	R	9/10/2021			049456		868.00
26510	COMFORT PRO INC	R	9/10/2021			049457		393.99
03043	COOKS AUTO PARTS LLC	R	9/10/2021			049458		1,040.08
26219	DPC ENTERPRISES, L.P.	R	9/10/2021			049461		666.23
05075	ELLSWORTH CO. INDEPENDENT/REPO	R	9/10/2021			049462		79.95
07028	GALLS, LLC	R	9/10/2021			049463		268.39
07116	W.W. GRAINGER, INC	R	9/10/2021			049464		221.98
26307	HAWKINS, INC	R	9/10/2021			049465		9,925.91
11124	KANSAS RURAL WATER ASSOCIATION	R	9/10/2021			049466		920.00
11220	KLEMA IGA, INC	R	9/10/2021			049467		275.37
26087	KMEA	R	9/10/2021			049469		1,960.08
26829	KRIS G MUNSCH	R	9/10/2021			049470		425.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
26814	LEWIS CHRYSLER INC	R	9/10/2021			049471		5,390.60
26341	MIDWEST FAMILY HEALTH OF RUSSE	R	9/10/2021			049472		178.40
14150	NORTHWESTERN PRINTERS, INC.	R	9/10/2021			049474		566.72
15039	OFFICE PRODUCTS, INC	R	9/10/2021			049475		758.04
20126	PROFESSIONAL TURF PRODUCTS, LP	R	9/10/2021			049478		166.68
18238	RUSSELL CO REGISTER OF DEEDS	R	9/10/2021			049479		38.00
19020	WAREHOUSE, INC	R	9/10/2021			049480		113.53
19080	THE SALINA SUPPLY COMPANY	R	9/10/2021			049481		48.40
19262	SOLOMON TRANSFORMERS, LLC	R	9/10/2021			049482		602.78
19410	STANION WHOLESALE ELECTRIC CO.	R	9/10/2021			049483		11,247.90
19500	STOPPEL SUPPLY CO. INC.	R	9/10/2021			049485		1,393.26
26595	SUEZ WTS USA, INC	R	9/10/2021			049492		6,645.88
18289	RUSSELL CONTRACTORS, INC.	R	9/08/2021			049513		904.95
03190	CHAMBER OF COMMERCE	R	9/10/2021			049514		250.00
26559	FASTENAL COMPANY	R	9/10/2021			049515		13.95
26526	GREAT BEND COOPERATIVE ASSOCIA	R	9/10/2021			049516		7,720.76
26819	MEAD HOLDING COMPANY, INC	R	9/10/2021			049517		715.14
26163	KELLY DEPIESSE	R	9/10/2021			049519		570.00
12160	LAMPTON WELDING SUPPLY CO, INC	R	9/10/2021			049520		344.19
13134	MUNCIPAL EMERGENCY SERVICES, I	R	9/10/2021			049521		1,529.72
18240	RUSSELL CO SOLID WASTE	R	9/10/2021			049522		8,604.40
18340	RUSSELL READY MIX CONCRETE, IN	R	9/10/2021			049523		2,655.00

VENDOR SET: 01 City of Russell
BANK: APBK POOL CASH ACCOUNT
DATE RANGE: 8/18/2021 THRU 9/21/2021

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
26621	B.A.T.S., INC	R	9/10/2021			049524		285.31
01067	AIRGAS, INC	R	9/21/2021			049525		3,133.18
01080	AL'S AUTO GLASS	R	9/21/2021			049526		133.19
02170	MARK A. BLEHM	R	9/21/2021			049527		500.00
02300	BUCKEYE CORPORATION	R	9/21/2021			049528		236.10
02330	BUSINESS PROTECTION EQUIPMENT	R	9/21/2021			049529		98.58
03050	CARRICO IMPLEMENT CO, INC	R	9/21/2021			049530		3,250.00
03270	CITY OF RUSSELL	R	9/21/2021			049531		1,276.73
03290	CLARKE WELL & EQUIPMENT, INC.	R	9/21/2021			049532		14,731.03
26510	COMFORT PRO INC	R	9/21/2021			049533		472.97
26638	COGENT, INC	R	9/21/2021			049534		25,343.00
08125	CORE & MAIN LP	R	9/21/2021			049535		987.00
04169	DOWNING SALES & SERVICE, INC.	R	9/21/2021			049536		6,463.55
26219	DPC ENTERPRISES, L.P.	R	9/21/2021			049537		270.00
1	ELLIS COUNTY SHERIFF	R	9/21/2021			049538		45.00
26513	JOSHUA L HAMMACK	R	9/21/2021			049539		16.50
26607	GILMORE SOLUTIONS, INC	R	9/21/2021			049540		26.50
26537	GLASSMAN BIRD BROWN POWELL LLP	R	9/21/2021			049541		2,500.00
08160	HOGAN SPRINKLER INSTALLATION,	R	9/21/2021			049542		462.50
11115	KANSAS ONE-CALL STYSTEM, INC	R	9/21/2021			049543		75.60
26072	KS STATE TREASURER	R	9/21/2021			049544		164.50
26667	LAMAR TEXAS LIMITED PARTNERSHI	R	9/21/2021			049545		200.00

VENDOR SET: 01 City of Russell
BANK: APBK POOL CASH ACCOUNT
DATE RANGE: 8/18/2021 THRU 9/21/2021

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
12091	LAWSON PRODUCTS INC	R	9/21/2021			049546		41.48
12130	LEAGUE OF KS MUNICIPALITIES	R	9/21/2021			049547		202.26
26671	M6 CONCRETE ACCESSORIES COMPAN	R	9/21/2021			049548		572.45
26231	MCCONNELL & ASSOCIATES CORP	R	9/21/2021			049549		361.90
26608	DYLAN J PALMA	R	9/21/2021			049550		171.86
26143	MIKE JOHNSON SALES, INC	R	9/21/2021			049551		901.25
13250	MISSISSIPPI LIME COMPANY	R	9/21/2021			049552		6,441.29
26820	MONTY KARST	R	9/21/2021			049553		1,600.00
26760	ASSURECO RISK MANAGEMENT & REG	R	9/21/2021			049555		9,800.00
14069	NEX-TECH, LLC	R	9/21/2021			049556		2,542.96
14068	NEX-TECH WIRELESS, LLC	R	9/21/2021			049557		605.05
26581	PERRY BOXBERGER	R	9/21/2021			049559		56.44
26642	PARKSON CORPORATION	R	9/21/2021			049560		97.50
16137	THE PITNEY BOWES BANK INC	R	9/21/2021			049561		1,000.00
16131	MARK W ZORN	R	9/21/2021			049562		20.00
16122	PROFESSIONAL FIRE EQUIP CO, LL	R	9/21/2021			049563		70.00
26830	RUSH COUNTY	R	9/21/2021			049564		45.00
18205	RUSSELL CO HEALTH DEPT	R	9/21/2021			049565		376.06
18250	RUSSELL CO SHERIFF'S OFFI	R	9/21/2021			049566		270.00
18289	RUSSELL CONTRACTORS, INC.	R	9/21/2021			049567		304.00
18360	RUSSELL RECREATION COMM.	R	9/21/2021			049568		125.00
18170	WEST-CENTRAL KANSAS ASSOC INC	R	9/21/2021			049569		150.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
19140	SDK LABORATORIES, INC	R	9/21/2021			049570		62.01
26823	SLATE ROCK FR LLC	R	9/21/2021			049571		330.28
19233	SOLAR TURBINES INCORPORATED	R	9/21/2021			049572		6,067.32
19262	SOLOMON TRANSFORMERS, LLC	R	9/21/2021			049573		2,175.79
19512	STROBEL DOOR & REPAIR, INC.	R	9/21/2021			049574		145.00
26591	JERRY SUCHY	R	9/21/2021			049575		400.00
20986	UMB BANK	R	9/21/2021			049576		3,670.16
26190	HILLARD INVESTMENTS OF MISSOUR	R	9/21/2021			049582		550.00
20988	HD SUPPLY FACILITIES MAINTENAN	R	9/21/2021			049583		433.59
26135	VERIZON WIRELESS SERVICES LLC-	R	9/21/2021			049584		435.60
26621	B.A.T.S., INC	R	9/21/2021			049585		97.66

* * T O T A L S * *	NO			INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	112			541,084.69	0.00	541,084.69
HAND CHECKS:	0			0.00	0.00	0.00
DRAFTS:	14			551,450.43	0.00	551,450.43
EFT:	0			0.00	0.00	0.00
NON CHECKS:	0			0.00	0.00	0.00
VOID CHECKS:	6	VOID DEBITS	0.00			
		VOID CREDITS	800.25CR	800.25CR	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: APBK TOTALS:	132	1,092,535.12	0.00	1,092,535.12
BANK: APBK TOTALS:	132	1,092,535.12	0.00	1,092,535.12

VENDOR SET: 01 City of Russell
BANK: PYBK PAYROLL ACCOUNT
DATE RANGE: 8/18/2021 THRU 9/21/2021

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
26371	SUNFLOWER HSA CUSTODIAN FOR A	E	8/25/2021			000122		390.00
26401	SUNFLOWER CUSTODIAN FOR T REYN	E	8/25/2021			000123		200.00
01141	AMER. FIDELITY ASSURANCE	D	8/25/2021			000808		1,277.54
01142	AMER. FIDELITY ASSURANCE	D	8/25/2021			000809		1,802.93
01143	AMERICAN FIDELITY ASSURANCE CO	D	8/25/2021			000810		1,478.80
21042	BANK UNITED	D	8/25/2021			000811		34,457.82
09032	GREATWEST FINANICAL	D	8/25/2021			000812		1,881.00
11010	K P E R S	D	8/25/2021			000813		21,628.82
11015	KS DEPT OF REVENUE	D	8/25/2021			000814		5,661.32
26617	LEGAL SHIELD	D	8/25/2021			000815		176.80
21042	BANK UNITED	D	9/08/2021			000816		35,092.20
09032	GREATWEST FINANICAL	D	9/08/2021			000817		1,881.00
11010	K P E R S	D	9/08/2021			000818		21,882.84
11011	K P E R S LIFE INSURANCE	D	9/08/2021			000819		630.33
11015	KS DEPT OF REVENUE	D	9/08/2021			000820		5,885.82
03282	CITY OF RUSSELL	R	8/25/2021			049447		5,232.92
11002	KANSAS PAYMENT CENTER	R	8/25/2021			049449		537.70
26728	TX CHILD SUPPORT SDU	R	8/25/2021			049450		306.93
03282	CITY OF RUSSELL	R	9/08/2021			049508		5,246.02
11002	KANSAS PAYMENT CENTER	R	9/08/2021			049510		537.70
26408	LAW OFFICE OF AMBER M. BREHM	R	9/08/2021			049511		497.66
26728	TX CHILD SUPPORT SDU	R	9/08/2021			049512		306.93

VENDOR SET: 01 City of Russell
BANK: PYBK PAYROLL ACCOUNT
DATE RANGE: 8/18/2021 THRU 9/21/2021

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT

* * T O T A L S * *	NO			INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	7			12,665.86	0.00	12,665.86
HAND CHECKS:	0			0.00	0.00	0.00
DRAFTS:	13			133,737.22	0.00	133,737.22
EFT:	2			590.00	0.00	590.00
NON CHECKS:	0			0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS	0.00			
		VOID CREDITS	0.00	0.00	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: PYBK TOTALS:	22	146,993.08	0.00	146,993.08
BANK: PYBK TOTALS:	22	146,993.08	0.00	146,993.08
REPORT TOTALS:	154	1,239,528.20	0.00	1,239,528.20

VENDOR SET: 01 City of Russell
BANK: APBK POOL CASH ACCOUNT
DATE RANGE: 8/18/2021 THRU 9/21/2021

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
11101		KS DEPARTMENT OF REVENUE							
	I-202108204642	KS DEPARTMENT OF REVENUE	D	8/25/2021	18,750.38		000000		18,750.38
11114		KMEA - EMP 2 OPERATING ACCT							
	I-EMP2-RU-2021-07	KMEA - EMP 2 OPERATING ACCT	D	8/20/2021	299,532.52		000000		299,532.52
11114		KMEA - EMP 2 OPERATING ACCT							
	I-KMEA-DG-RU-21-09	KMEA - EMP 2 OPERATING ACCT	D	8/26/2021	100,492.93		000000		100,492.93
11114		KMEA - EMP 2 OPERATING ACCT							
	I-GRDA-RU-21-09	KMEA - EMP 2 OPERATING ACCT	D	9/03/2021	70,470.75		000000		
	I-WAPA-RU-21-08	KMEA - EMP 2 OPERATING ACCT	D	9/03/2021	47,655.45		000000		118,126.20
23146		ROBERT WOODMAN							
	M-CHECK	ROBERT WOODMAN UNPOST	V	8/24/2021			039920		56.25CR
26418		SIMPLY DIVINE							
	M-CHECK	SIMPLY DIVINE UNPOST	V	8/24/2021			043620		55.00CR
1		NOLAND, DAVID N UNPOST							
	M-CHECK	NOLAND, DAVID N UNPOST	V	8/24/2021			044548		130.00CR
26453		STATE OF KANSAS							
	M-CHECK	KS DEPT OF HEALTH AND ENUNPOST	V	8/24/2021			044640		60.00CR
1		WEIGEL, KIM UNPOST							
	M-CHECK	WEIGEL, KIM UNPOST	V	8/24/2021			045153		250.00CR
26675		NJ CRIMINAL INTERDICTION LLC							
	M-CHECK	NJ CRIMINAL INTERDICTIONUNPOST	V	8/24/2021			045595		249.00CR
02070		BARTLETT & WEST, INC.							
	I-730081805	CONSTRUCTION AGEEMENT	R	8/18/2021	32,817.68		049416		32,817.68
26826		MORGAN BROTHERS CONSTRUCTION I							
	I-202108164641	LINCOLN ST. CONSTRUCTION	R	8/18/2021	309,452.05		049420		309,452.05
19410		STANION WHOLESALE ELECTRIC CO.							
	C-202109034700	STANION WHOLESALE ELECTRIC CO.	R	9/10/2021	48.89CR		049483		
	I-5129276-03	INV. PARTS	R	9/10/2021	57.13		049483		
	I-5164190-02	INV. PARTS	R	9/10/2021	166.01		049483		
	I-5166111-00	INV. PARTS	R	9/10/2021	754.35		049483		
	I-5170690-00	INV PARTS	R	9/10/2021	772.76		049483		
	I-5170690-01	INV PARTS	R	9/10/2021	1,442.57		049483		
	I-5171735-00	INV. PARTS	R	9/10/2021	1,502.83		049483		
	I-5171735-01	INV. PARTS	R	9/10/2021	404.11		049483		
	I-5173963-00	STANION WHOLESALE ELECTRIC CO.	R	9/10/2021	201.21		049483		
	I-5174729-00	STANION WHOLESALE ELECTRIC CO.	R	9/10/2021	385.09		049483		

VENDOR SET: 01 City of Russell
BANK: APBK POOL CASH ACCOUNT
DATE RANGE: 8/18/2021 THRU 9/21/2021

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
I-5176167-00	STANION WHOLESALE ELECTRIC CO.	R	9/10/2021	252.43		049483		
I-5176237-00	STANION WHOLESALE ELECTRIC CO.	R	9/10/2021	198.16		049483		
I-5178645-00	STANION WHOLESALE ELECTRIC CO.	R	9/10/2021	51.54		049483		
I-5178645-01	STANION WHOLESALE ELECTRIC CO.	R	9/10/2021	452.83		049483		
I-5181428-00	INVENTORY	R	9/10/2021	865.64		049483		
I-5182410	INV. PARTS	R	9/10/2021	119.00		049483		
I-5182410-01	INV. PARTS	R	9/10/2021	2,654.34		049483		
I-5182410-02	INV. PARTS	R	9/10/2021	1,016.79		049483		11,247.90
03290	CLARKE WELL & EQUIPMENT, INC.							
I-20139	WELLS #9 AND #10 REPAIRS	R	9/21/2021	6,745.79		049532		
I-20140	WELLS #9 AND #10 REPAIRS	R	9/21/2021	7,985.24		049532		14,731.03
26638	COGENT, INC							
I-5517717	HOMA AMS644 PUMP	R	9/21/2021	25,343.00		049534		25,343.00

* * T O T A L S * *	NO			INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	5			393,591.66	0.00	393,591.66
HAND CHECKS:	0			0.00	0.00	0.00
DRAFTS:	4			536,902.03	0.00	536,902.03
EFT:	0			0.00	0.00	0.00
NON CHECKS:	0			0.00	0.00	0.00
VOID CHECKS:	6	VOID DEBITS	0.00			
		VOID CREDITS	800.25CR	800.25CR	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: APBK TOTALS:	15	929,693.44	0.00	930,493.69
BANK: APBK TOTALS:	15	929,693.44	0.00	930,493.69

VENDOR SET: 01 City of Russell
BANK: PYBK PAYROLL ACCOUNT
DATE RANGE: 8/18/2021 THRU 9/21/2021

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
21042	BANK UNITED							
I-T1 202108244660	FEDERAL WITHHOLDING	D	8/25/2021	11,928.21		000811		
I-T1 202108244661	FEDERAL WITHHOLDING	D	8/25/2021	124.05		000811		
I-T3 202108244660	FICA WITHHOLDING	D	8/25/2021	17,956.58		000811		
I-T3 202108244661	FICA WITHHOLDING	D	8/25/2021	202.20		000811		
I-T4 202108244660	MEDICARE WITHHOLDING	D	8/25/2021	4,199.50		000811		
I-T4 202108244661	MEDICARE WITHHOLDING	D	8/25/2021	47.28		000811		34,457.82
11010	K P E R S							
I-RE2202108244660	EMPLOYEE/EMPLOYER KPERS W/H	D	8/25/2021	3,701.64		000813		
I-RET202108244660	EMPLOYEE/EMPLOYER KPERS W/H	D	8/25/2021	8,591.98		000813		
I-RT3202108244660	EMPLOYEE/EMPLOYER KPERS	D	8/25/2021	9,335.20		000813		21,628.82
21042	BANK UNITED							
I-T1 202109074702	FEDERAL WITHHOLDING	D	9/08/2021	12,628.98		000816		
I-T3 202109074702	FICA WITHHOLDING	D	9/08/2021	18,205.46		000816		
I-T4 202109074702	MEDICARE WITHHOLDING	D	9/08/2021	4,257.76		000816		35,092.20
11010	K P E R S							
I-RE2202109074702	EMPLOYEE/EMPLOYER KPERS W/H	D	9/08/2021	3,758.05		000818		
I-RET202109074702	EMPLOYEE/EMPLOYER KPERS W/H	D	9/08/2021	8,924.39		000818		
I-RT3202109074702	EMPLOYEE/EMPLOYER KPERS	D	9/08/2021	9,200.40		000818		21,882.84

* * T O T A L S * *	NO			INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0			0.00	0.00	0.00
HAND CHECKS:	0			0.00	0.00	0.00
DRAFTS:	4			113,061.68	0.00	113,061.68
EFT:	0			0.00	0.00	0.00
NON CHECKS:	0			0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS	0.00			
		VOID CREDITS	0.00	0.00	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: PYBK TOTALS:	4	113,061.68	0.00	113,061.68
BANK: PYBK TOTALS:	4	113,061.68	0.00	113,061.68
REPORT TOTALS:	4	113,061.68	0.00	1,043,555.37

City of Russell
Pooled Cash Reconciliation

Reviewed by:

8.31.21

			Summary
			Cash on Hand
Cash on Hand (2 drawers @ $250 each)		500.00	$ 500.00
Southwind Bank			**Demand Deposits**
Southwind Checking 10016767	6,245,808.27		$ 7,551,418.72
Deposits in Transit	589,994.00		**Time Deposits**
Outstanding Checks	(15,211.75)		$ 3,922,582.09
Reconciled Cash Bal		6,820,590.52	
			$ 11,474,500.81
Southwind Money Market 1008527		1,154,492.80	
CD#14299		-	
		-	
			Pledged Securities
			500,000.00
		-	7,393,718.37
Subtotal Southwind		7,975,083.32	7,893,718.37
UMB			
UMB - 30 7067 928 0	247,180.51		
Deposit in Transit			
		247,180.51	250,000.00
UMB Imprest 56 0102 534 7		2,000.00	3,005,425.84
			3,255,425.84
MM		481,647.69	
NORTHPOINTE BK GRAND RAPIDS		175,000.00	
PATHFINDER BK OSWEGO NY		232,000.00	3,346,647.69
BANK OF CHINA NEW YORK		232,000.00	
BEAL BK PLANO TEX		184,000.00	
ENERBANK USA UT		213,000.00	
SAFRA NATL BANK		240,000.00	
WASHINGTON TR CO WESTERLY		240,000.00	
STATE BK INDIA CHICAGO ILL		240,000.00	
BEAL BANK LAS VEGAS		230,000.00	
CATHAY BK LOS ANGEL CALIF		175,000.00	
GOLMAN SACHS BK USA		234,000.00	
HOMESTREET BK WASHINGTON		230,000.00	
MARLIN BUSINESS BK SALT LAKE		240,000.00	
CD's			
Subtotal UMB		3,595,828.20	9,857,499.37
Wilson State Bank			
		3,056,286.77	2,998,929.68
Deposits in Transit		633.02	250,000.00
		3,056,919.79	3,248,929.68
Sunflower Bank			
Sunflower Checking		373,039.11	
Deposits in Transit		382.65	250,000.00
Outstanding Checks		(5,917.62)	142,953.00
Reconciled Cash Bal		367,504.14	392,953.00
Municipal Investment Pool			
Overnite Pool			
Fixed Rate Pool 90 days			
Fixed Rate Pool 90 days		3,152,148.97	
Fixed Rate Pool 180 days		2,528,089.29	
Fixed Rate Pool 365 days			
		5,680,238.26	
Total Pooled Cash		$ 20,676,073.71	

POOLED CASH REPORT

AS OF: AUGUST 31ST, 2021

FUND	ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
CLAIM ON CASH					
10	100	GENERAL - CLAIM ON CASH	2,728,949.84	(372,455.76)	2,356,494.08
12	100	AIRPORT - CLAIM ON CASH	103,083.21	2,326.82	105,410.03
16	100	INDUSTRIAL - CLAIM ON CASH	94,102.59	2,534.61	96,637.20
18	100	BOND & INT - CLAIM ON CASH	112,051.84	2.00	112,053.84
22	100	LIBRARY - CLAIM ON CASH	0.00	0.00	0.00
24	100	FIRE EQUIP - CLAIM ON CASH	73,237.22	1.00	73,238.22
26	100	RECREATION - CLAIM ON CASH	0.00	0.00	0.00
27	100	REC EMP BEN - CLAIM ON CASH	0.00	0.00	0.00
28	100	PERS BENEFITS - CLAIM ON CASH	616,474.70	(122,169.38)	494,305.32
29	100	SPECIAL HWY - CLAIM ON CASH	214,045.06	(74,289.50)	139,755.56
36	100	ELECTRIC - CLAIM ON CASH	7,913,673.05	164,530.02	8,078,203.07
37	100	WTR IMPROV - CLAIM ON CASH	78,202.90	325,889.60	404,092.50
38	100	WATER - CLAIM ON CASH	1,779,369.35	154,478.46	1,933,847.81
39	100	SANITATION - CLAIM ON CASH	425,274.81	28,899.28	454,174.09
40	100	ELEC DEPR - CLAIM ON CASH	1,908,621.24	4,711.71	1,913,332.95
43	100	IND PARK TIF - CLAIM ON CASH	0.00	0.00	0.00
45	100	WW REPLACEMENT - CLAIM ON CASH	399,174.62	(46,924.00)	352,250.62
46	100	WASTEWATER - CLAIM ON CASH	895,785.00	55,296.20	951,081.20
47	100	SPECIAL PARK - CLAIM ON CASH	69,924.60	1.00	69,925.60
48	100	SANIT REPL - CLAIM ON CASH	258,548.50	4.00	258,552.50
51	100	CAPITAL IMPROV -CLAIM ON CASH	1,402,306.54	(391,071.29)	1,011,235.25
52	100	EQUIP RESERVE - CLAIM ON CASH	224,304.64	5,738.56	230,043.20
61	100	COURT - CLAIM ON CASH	5,743.45	588.50	6,331.95
65	100	EDA GRANT - CLAIM ON CASH	0.00	0.00	0.00
70	100	AIRPORT IMPROV - CLAIM ON CASH	0.00	0.00	0.00
71	100	WICHITA AVE - CLAIM ON CASH	0.00	0.00	0.00
80	100	HEALTH INS - CLAIM ON CASH	321,789.81	(8,962.76)	312,827.05
81	100	GOLF COURSE IMPR-CLAIM ON CASH	42,841.35	(2.50)	42,838.85
82	100	SINK OR SWIM - CLAIM ON CASH	979.75	0.00	979.75
83	100	FIRE INS PROC - CLAIM ON CASH	1,950.00	0.00	1,950.00
84	100	RISK MGT RES - CLAIM ON CASH	17,403.10	0.00	17,403.10
85	100	DRUG FORFEITURE -CLAIM ON CASH	3,721.78	0.00	3,721.78
86	100	JOHNSON TRUST - CLAIM ON CASH	1,197,194.47	20.00	1,197,214.47
87	100	FIREFIGHTER AC -CLAIM ON CASH	22,634.41	55.00	22,689.41
89	100	DCC TRUST - CLAIM ON CASH	25,083.08	0.00	25,083.08
90	100	DONATIONS - CLAIM ON CASH	10,401.23	0.00	10,401.23
TOTAL CLAIM ON CASH			20,946,872.14	(270,798.43)	20,676,073.71
CASH IN BANK - POOLED CASH					
99	100	POOL CASH - CHECKING	7,096,077.92	(275,487.40)	6,820,590.52
99	101	MONEY MARKET ACCT	1,154,290.40	202.40	1,154,492.80
99	102	SUNFLOWER BANK	376,466.90	(8,962.76)	367,504.14
99	103	UMB INVESTMENTS	3,346,576.25	71.44	3,346,647.69
99	104	UMB CHECKING	234,496.90	12,683.61	247,180.51
99	105	KMIP INVESTMENTS	5,680,177.00	61.26	5,680,238.26
99	106	UNB INVESTMENTS	0.00	0.00	0.00
99	107	WILSON STATE BANK INVESTMENTS	3,056,286.77	633.02	3,056,919.79

POOLED CASH REPORT

AS OF: AUGUST 31ST, 2021

FUND	ACCOUNT#	ACCOUNT NAME	BEGINNING BALANCE	CURRENT ACTIVITY	CURRENT BALANCE
99	108	CASH ON HAND & IMPREST	2,500.00	0.00	2,500.00
99	109	UNB CHECKING GRANT PROCEEDS	0.00	0.00	0.00
SUBTOTAL CASH IN BANK - POOLED CASH			20,946,872.14	(270,798.43)	20,676,073.71
WAGES PAYABLE					
99	201	WAGES PAYABLE	0.00	0.00	0.00
SUBTOTAL WAGES PAYABLE			0.00	0.00	0.00
TOTAL CASH IN BANK - POOLED CASH			20,946,872.14	(270,798.43)	20,676,073.71
DUE TO OTHER FUNDS - POOLED CASH					
99	205	DUE TO OTHER FUNDS	20,946,872.14	(270,798.43)	20,676,073.71
TOTAL DUE TO OTHER FUNDS			20,946,872.14	(270,798.43)	20,676,073.71

REVENUE & EXPENSE REPORT

AS OF:AUGUST 31ST, 2021

10 -GENERAL FUND

FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
REVENUE SUMMARY							
BUDGETED CASH CARRYOVER	0.00	0.00	0.00	0.00	0.00	0.00	0.00
LOCAL TAXES	1,539,035.00	54,696.41	0.00	1,349,294.48	0.00	189,740.52	87.67
STATE/FEDERAL REVENUE	480,108.00	(292,104.68)	0.00	366,946.09	0.00	113,161.91	76.43
PERMITS & LICENSE FEES	21,300.00	2,967.00	0.00	20,354.00	0.00	946.00	95.56
FRANCHISE FEES	155,000.00	8,714.49	0.00	148,174.28	0.00	6,825.72	95.60
RECREATION FEES	72,150.00	8,238.80	0.00	83,175.20	0.00	(11,025.20)	115.28
OTHER REVENUE	375,846.00	44,694.32	0.00	260,075.41	0.00	115,770.59	69.20
INVESTMENT REVENUE	8,000.00	669.12	0.00	3,799.34	0.00	4,200.66	47.49
TRANSFERS	770,000.00	0.00	0.00	449,169.00	0.00	320,831.00	58.33
*** TOTAL REVENUES ***	3,421,439.00	(172,124.54)	0.00	2,680,987.80	0.00	740,451.20	78.36
EXPENDITURE SUMMARY							
ADMINISTRATION	1,756,524.00	131,319.01	0.00	401,883.08	0.00	1,354,640.92	22.88
AMORY BUILDING	11,000.00	54.93	0.00	6,086.94	0.00	4,913.06	55.34
MAYOR/COUNCIL	33,225.00	28.00	0.00	23,421.14	0.00	9,803.86	70.49
CITY MANAGER	137,893.00	14,133.72	994.00	107,072.98	0.00	31,814.02	76.93
CITY CLERK	217,686.00	13,099.69	0.00	155,754.80	567.00	61,364.20	71.81
TRANSPORTATION/(BUS)	64,976.00	4,235.09	0.00	40,902.49	0.00	24,073.51	62.95
POLICE	569,554.00	35,639.27	15,712.13	354,874.61	6,719.25	223,672.27	60.73
PUBLIC WORKS	52,456.00	3,565.75	0.00	35,805.66	0.00	16,650.34	68.26
FIRE	208,595.00	12,658.36	12,009.86	126,466.78	2,475.00	91,663.08	56.06
MUNICIPAL COURT	61,668.00	4,168.73	0.00	31,491.26	0.00	30,176.74	51.07
911	482,994.00	29,201.61	0.00	297,791.68	3,850.00	181,352.32	62.45
COMMUNITY DEVELOPMENT	162,869.00	10,770.81	0.00	105,039.24	0.00	57,829.76	64.49
STREET	351,192.00	26,855.62	2,295.00	236,303.82	7,810.00	109,373.18	68.86
GOLF COURSE	199,078.00	13,633.57	0.00	121,788.09	2,786.27	74,503.64	62.58
GOLF CLUB HOUSE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
SWIMMING POOL	121,150.00	15,115.14	1,671.00	77,770.85	2,544.00	42,506.15	64.91
PARK	257,086.00	22,199.01	0.00	196,158.79	5,030.76	55,896.45	78.26
DEINES CULTURAL CENTER	51,635.00	2,567.24	0.00	33,072.69	1,150.00	17,412.31	66.28
*** TOTAL EXPENDITURES ***	4,739,581.00	339,245.55	32,681.99	2,351,684.90	32,932.28	2,387,645.81	49.62
** REVENUE OVER(UNDER) EXPENDITURES *	(1,318,142.00)	(511,370.09)	32,681.99	329,302.90	(32,932.28)	(1,647,194.61)	124.96

REVENUE & EXPENSE REPORT

AS OF:AUGUST 31ST, 2021

28 -PERSONNEL BENEFITS FUND

FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
REVENUE SUMMARY							
BUDGETED CASH CARRYOVER	0.00	0.00	0.00	0.00	0.00	0.00	0.00
LOCAL TAXES	360,549.00	0.00	0.00	331,946.25	0.00	28,602.75	92.07
STATE/FEDERAL REVENUE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
OTHER REVENUE	111,645.00	11,090.72	0.00	80,416.99	0.00	31,228.01	72.03
INVESTMENT REVENUE	4,000.00	8.00	0.00	449.00	0.00	3,551.00	11.23
TRANSFERS	1,022,000.00	0.00	0.00	596,166.62	0.00	425,833.38	58.33
*** TOTAL REVENUES ***	1,498,194.00	11,098.72	0.00	1,008,978.86	0.00	489,215.14	67.35
EXPENDITURE SUMMARY							
NON DEPARTMENTAL	1,866,309.00	133,268.10	0.00	1,136,417.02	0.00	729,891.98	60.89
*** TOTAL EXPENDITURES ***	1,866,309.00	133,268.10	0.00	1,136,417.02	0.00	729,891.98	60.89
** REVENUE OVER(UNDER) EXPENDITURES *	(368,115.00)	(122,169.38)	0.00	(127,438.16)	0.00	(240,676.84)	65.38

REVENUE & EXPENSE REPORT

AS OF:AUGUST 31ST, 2021

36 -ELECTRIC FUND

FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
REVENUE SUMMARY							
BUDGETED CASH CARRYOVER	0.00	0.00	0.00	0.00	0.00	0.00	0.00
STATE/FEDERAL REVENUE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
UTILITY REVENUE	8,513,457.00	879,804.75	0.00	5,913,813.00	0.00	2,599,644.00	69.46
OTHER REVENUE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
INVESTMENT REVENUE	15,000.00	134.00	0.00	6,350.00	0.00	8,650.00	42.33
TRANSFERS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
*** TOTAL REVENUES ***	8,528,457.00	879,938.75	0.00	5,920,163.00	0.00	2,608,294.00	69.42
EXPENDITURE SUMMARY							
ADMINISTRATION	1,575,936.00	16,460.21	5,383.12	730,366.59	0.00	850,952.53	46.00
ELECTRIC PRODUCTION	7,398,652.00	271,448.54	2,639.11	4,011,103.58	13,698.88	3,376,488.65	54.36
ELECTRIC DISTRIBUTION	898,275.00	46,278.56	2,510.40	557,269.64	19,964.05	323,551.71	63.98
*** TOTAL EXPENDITURES ***	9,872,863.00	334,187.31	10,532.63	5,298,739.81	33,662.93	4,550,992.89	53.90
** REVENUE OVER(UNDER) EXPENDITURES *	(1,344,406.00)	545,751.44	10,532.63	621,423.19	(33,662.93)	(1,942,698.89)	144.50

REVENUE & EXPENSE REPORT

AS OF:AUGUST 31ST, 2021

38 -WATER FUND

FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
REVENUE SUMMARY							
BUDGETED CASH CARRYOVER	0.00	0.00	0.00	0.00	0.00	0.00	0.00
STATE/FEDERAL REVENUE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
UTILITY REVENUE	2,282,000.00	252,399.67	0.00	1,789,351.86	0.00	492,648.14	78.41
OTHER REVENUE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
INVESTMENT REVENUE	5,000.00	32.00	0.00	1,624.00	0.00	3,376.00	32.48
*** TOTAL REVENUES ***	2,287,000.00	252,431.67	0.00	1,790,975.86	0.00	496,024.14	78.31
EXPENDITURE SUMMARY							
ADMINISTRATION	1,435,261.00	2,124.79	5,871.27	833,724.31	0.00	607,407.96	57.68
WATER PRODUCTION	1,090,509.00	68,966.83	9,923.44	560,588.14	55,515.34	484,328.96	55.59
WATER DISTRIBUTION	347,602.00	19,750.16	0.00	192,427.53	3,272.94	151,901.53	56.30
*** TOTAL EXPENDITURES ***	2,873,372.00	90,841.78	15,794.71	1,586,739.98	58,788.28	1,243,638.45	56.72
** REVENUE OVER(UNDER) EXPENDITURES *	(586,372.00)	161,589.89	15,794.71	204,235.88	(58,788.28)	(747,614.31)	127.50

REVENUE & EXPENSE REPORT

AS OF:AUGUST 31ST, 2021

39 -SANITATION/RECYCLING FUND

FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
REVENUE SUMMARY							
BUDGETED CASH CARRYOVER	0.00	0.00	0.00	0.00	0.00	0.00	0.00
UTILITY REVENUE	584,700.00	51,213.93	0.00	458,254.83	0.00	126,445.17	78.37
OTHER REVENUE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
INVESTMENT REVENUE	1,000.00	8.00	0.00	339.00	0.00	661.00	33.90
*** TOTAL REVENUES ***	585,700.00	51,221.93	0.00	458,593.83	0.00	127,106.17	78.30
EXPENDITURE SUMMARY							
ADMINISTRATION	270,780.00	497.08	186.27	114,562.81	0.00	156,403.46	42.24
SANITATION DEPARTMENT	348,369.00	28,901.37	4,129.01	220,165.98	0.00	132,332.03	62.01
*** TOTAL EXPENDITURES ***	619,149.00	29,398.45	4,315.28	334,728.79	0.00	288,735.49	53.37
** REVENUE OVER(UNDER) EXPENDITURES *	(33,449.00)	21,823.48	4,315.28	123,865.04	0.00	(161,629.32)	483.21

REVENUE & EXPENSE REPORT

AS OF:AUGUST 31ST, 2021

46 -WASTEWATER FUND

FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
REVENUE SUMMARY							
BUDGETED CASH CARRYOVER	0.00	0.00	0.00	0.00	0.00	0.00	0.00
STATE/FEDERAL REVENUE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
UTILITY REVENUE	803,100.00	70,071.65	0.00	615,266.77	0.00	187,833.23	76.61
OTHER REVENUE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
INVESTMENT REVENUE	1,000.00	16.00	0.00	655.00	0.00	345.00	65.50
*** TOTAL REVENUES ***	804,100.00	70,087.65	0.00	615,921.77	0.00	188,178.23	76.60
EXPENDITURE SUMMARY							
ADMINISTRATION	1,039,514.00	12,303.98	710.00	251,950.32	2,170.00	786,103.68	24.38
*** TOTAL EXPENDITURES ***	1,039,514.00	12,303.98	710.00	251,950.32	2,170.00	786,103.68	24.38
** REVENUE OVER(UNDER) EXPENDITURES *	(235,414.00)	57,783.67	710.00	363,971.45	(2,170.00)	(597,925.45)	253.99

2020			10.300.2120	10.401.9016	10.401.9051	10.401.9052					
				Industrial							
		Total	General	Econ Dev	Cap Impr	Equip Reserve		Over/(Under)			PROJECTED	BUDGET
	Month	Received	50%	7%	25%	18%	Budget	Budget			TOTAL	$530,000
JAN	Dec	39,811.86	19,905.93	2,786.83	9,952.97	7,166.13	$50,169.09	(10,357.23)	39,811.86	9.47%	420,583.40	
FEB	Jan	37,228.85	18,614.43	2,606.02	9,307.21	6,701.19	$43,672.74	(6,443.89)	77,040.71	17.71%	435,110.61	
MAR	Feb	34,794.01	17,397.01	2,435.58	8,698.50	6,262.92	$48,460.89	(13,666.88)	111,834.72	26.85%	416,523.33	
APR	Mar	31,516.70	15,758.35	2,206.17	7,879.18	5,673.01	$43,121.07	(11,604.37)	143,351.42	34.99%	409,743.82	
MAY	Apr	31,225.15	15,612.58	2,185.76	7,806.29	5,620.53	$42,679.04	(11,453.89)	174,576.57	43.04%	405,631.00	
JUN	May	33,946.38	16,973.19	2,376.25	8,486.60	6,110.35	$50,174.22	(16,227.84)	208,522.95	52.51%	397,147.96	
JUL	Jun	28,808.84	14,404.42	2,016.62	7,202.21	5,185.59	$42,469.51	(13,660.67)	237,331.79	60.52%	392,165.85	
AUG	Jul	35,085.00	17,542.50	2,455.95	8,771.25	6,315.30	$38,078.51	(2,993.51)	272,416.79	67.70%	402,371.26	
SEP	Aug	32,664.80	16,332.40	2,286.54	8,166.20	5,879.66	$41,940.78	(9,275.98)	305,081.59	75.62%	403,460.63	
OCT	Sep	36,002.73	18,001.37	2,520.19	9,000.68	6,480.49	$41,713.89	(5,711.16)	341,084.32	83.49%	408,549.07	
NOV	Oct	33,192.16	16,596.08	2,323.45	8,298.04	5,974.59	$44,470.72	(11,278.56)	374,276.48	91.88%	407,364.91	
DEC	Nov	31,258.61	15,629.31	2,188.10	7,814.65	5,626.55	$43,049.53	(11,790.92)	405,535.09	100.00%	405,535.09	
	Total	405,535.09	202,767.55	28,387.46	101,383.77	72,996.32	$530,000.00	(124,464.91)				

Year	Amount	% Change
2019	515,384.44	18.17%
2018	436,151.56	9.11%
2017	399,732.55	0.59%
2016	397,383.34	-11.51%
2015	449,066.85	-8.93%
2014	493,114.38	10.75%
2013	445,245.43	-2.82%
2012	458,145.25	-1.79%
2011	466,481.58	15.27%
2010	404,676.03	

2021			10.300.2120	10.401.9016	10.401.9051	10.401.9052					
				Industrial							
		Total	General	Econ Dev	Cap Impr	Equip Reserve		Over/(Under)			PROJECTED	BUDGET
	Month	Received	50%	7%	25%	18%	Budget	Budget			TOTAL	$400,000
JAN	Dec	31,173.22	15,586.61	2,182.13	7,793.31	5,611.18	$39,732.04	(8,558.82)	31,173.22	21.92%	142,229.82	
FEB	Jan	37,277.88	18,638.94	2,609.45	9,319.47	6,710.02	$35,739.87	1,538.01	68,451.10	30.88%	221,685.65	
MAR	Feb	34,183.89	17,091.95	2,392.87	8,545.97	6,153.10	$38,455.23	(4,271.34)	102,634.99	38.97%	263,373.84	
APR	Mar	29,817.76	14,908.88	2,087.24	7,454.44	5,367.20	$33,569.76	(3,752.00)	132,452.75	47.20%	280,623.32	
MAY	Apr	35,742.84	17,871.42	2,502.00	8,935.71	6,433.71	$32,833.15	2,909.69	168,195.59	56.07%	299,954.00	
JUN	May	39,251.64	19,625.82	2,747.61	9,812.91	7,065.30	$38,908.87	342.77	207,447.23	63.91%	324,571.35	
JUL	Jun	39,929.91	19,964.96	2,795.09	9,982.48	7,187.38	$29,678.28	10,251.63	247,377.14	70.72%	349,812.29	
AUG	Jul	42,894.48	21,447.24	3,002.61	10,723.62	7,721.01	$29,167.45	13,727.03	290,271.62	78.81%	368,302.41	
SEP	Aug		-	-	-	-	$32,011.97	(32,011.97)	290,271.62	85.70%	338,715.21	
OCT	Sep		-	-	-	-	$29,674.07	(29,674.07)	290,271.62	92.93%	312,368.82	
NOV	Oct		-	-	-	-	$30,713.38	(30,713.38)	290,271.62	54.16%	535,918.19	
DEC	Nov		-	-	-	-	$29,515.94	(29,515.94)	290,271.62	0.00%	290,271.62	
	Total	290,271.62	145,135.81	20,319.01	72,567.91	52,248.89	$400,000.00	(109,728.38)				

Year	Amount	% Change
2020	405,535.09	-21.31%
2019	515,384.44	18.17%
2018	436,151.56	9.11%
2017	399,732.55	0.59%
2016	397,383.34	-11.51%
2015	449,066.85	-8.93%
2014	493,114.38	10.75%
2013	445,245.43	-2.82%
2012	458,145.25	-1.79%
2011	466,481.58	15.27%
2010	404,676.03	

September 21, 2021

Arborists

Name	Address	City	State	Zip
Woodchuckers Tree Service, LLC	34068 U Rd	Ellis	KS	67637

CITY COUNCIL AGENDA FORM

Meeting Date:	September 21, 2021
Agenda Item Title:	Removal and Replacement of Municipal Swimming Pool Aquatic Equipment
Department:	City Manager
Presenter:	Kayla Schneider

Background:

Upon completion of the 2021 pool season, an end of year review and inspection was completed of the facility. This inspection provided evidence that the aquatic equipment is rapidly deteriorating. A request for proposals was issued for removal and replacement of two existing aquatic slides and platform, existing fiberglass toddler slide, two existing spray features, and all existing skimmer grates surround the swimming pool. All existing features are original to the facility, constructed in 1999.

Two proposals were received:

Capri Pools & Aquatics - Base Bid - $459,500
Alternate #1 - Powder Coated Finish on Slides - $9,500.00
Alternate #2 - Slide Canopy - $3,500.00

Whitewater - Base Bid - $546,596
There were no alternates provided with Whitewater's proposal. This proposal includes removal and replacement of body slides and tower only.

Staff believes that it is imperative to address the deteriorating equipment prior to the 2022 season. At a minimum, to open the swimming pool for the 2022 season, staff recommends replacing 425' of skimmer grating surrounding the pool

($27,000). Routine sanding and painting is already scheduled to occur, as well as replacement of the main sand filter. When these items are completed, the City feels the main area of the pool could open.

To open the swimming pool at its full capacity for the 2022 season, to include slide operation, staff believes that removal and replacement of proposed equipment will be necessary. If aquatic equipment is not replaced, staff will recommend the equipment remain out of service until replacement occurs.

Funding Source: Duke Johnson Memorial Fund

City Attorney Review/Comment: N/A

Options:

1. Accept the proposal from Capri Pools & Aquatics to remove and replace existing water slides, tower, fiberglass toddler slide, existing water features, and 425' of existing skimmer grates and include alternates #1 and #2 in the amount of $472,500 to be funded by the Duke Johnson Memorial Fund.

2. Provide staff alternate direction.

3. Take no action - pool operation for the 2022 season is questionable.

Staff Recommendations: Accept the proposal from Capri Pools & Aquatics to remove and replace existing water slides, tower, fiberglass toddler slide, existing water features, and 425' of existing skimmer grates and include alternates #1 and #2 in the amount of $472,500 to be funded by the Duke Johnson Memorial Fund.

Attachments:
Corrugated steel pans (Slide Tower)
Corrugated steel pans (Slide Tower)
Toddler Slide
Water Slide
Capri Pools & Aquatics Proposal
Whitewater Proposal

Capri Pools & Aquatics
22 Gateway Commerce Center Drive W
Suite 110
Edwardsville, IL 62025

September 1, 2021

To: City of Russell, KS

Re: Removal and Replacement of Municipal Swimming Pool Aquatic Equipment

Thank you for the opportunity to propose on your project. Capri Pools & Aquatics has the necessary resources and expertise to assist you on this project.

Our proposal is based upon the information provided in RFP dated **8/2/2021** and from email communication with the city.

Base Bid: $459,500.00
Alternate #1: For powder coated finish on slides, please add: $9,500.00
Alternate#2: For slide canopy, please add: $3,500.00

Inclusions/Scope of Work:

PROJECT SCOPE:

- Remove existing slides & foundations, tower, and spray features to replace with new
- Pressure test existing piping from mechanical room to where slides connect and piping for features
    - If any pipes do not hold, any leak detection or pipe replacement would be additional cost
- Install new slides
- Install 2 new water features (1 with deck mount & 1 in zero entry area of pool)
- Remove existing and install 425 ln ft of new gutter grating
- Install bonding to new features & slides from existing loop
- Replace any damaged pool deck caused by Capri work
- See attached images for proposed features/slides

OWNER TO PROVIDE THE FOLLOWING

- Lay down area for pool construction materials
- Jobsite access enough for dump trucks and concrete pumps
- Temporary Utilities: Owner to provide water and electricity. Bid is based upon temporary utilities being available within 20 yards of pools and usage paid by others
- Toilet facilities
- Site accessibility from the hours of 7:00 a.m. to 6:00 p.m. Monday through Friday

EXCLUSIONS

- Any city, county or state health department changes to the design documents
- Any Permits
- Sales tax
- All testing of concrete, soils or backfill, if required
- All Electrical, besides bonding of new features
- Pumping of any ground water
- Pool deck and joint sealants
- Deck drains

- Temporary fencing
- Any landscape, seeding or sodding
- Project site security
- Concrete winter/summer conditions
- Overtime or shift work
- Retention on custom manufactured pool equipment
- MBE/WBE Participation
- Performance and Payment Bonds
- Actual or Liquidated Damages
- Any work not specifically mentioned in this proposal

Thank you again for allowing us the opportunity to propose on this project. We look forward to working with you. Let us know if you have any questions.

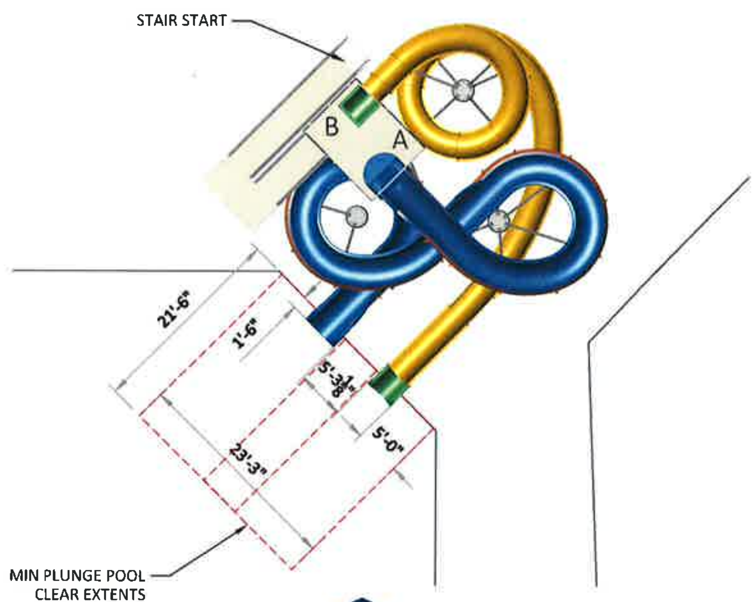
Sincerely,

Joe Koenig

General Manager
314-575-2585 cell

MARK	SLIDE TYPE	GPM	HEIGHT (ft)	LENGTH (ft)
A	42" OPEN FLUME BODY SLIDE	800-1000	15.75'	110.59'
B	32" ENCLOSED BODY SLIDE	300-500	15.75'	102.99'
	TOTAL LENGTH:			213.58'

Slide height is from finished pool deck to finished start deck.
Water level is assumed to be (6) inches BELOW finished pool deck.



WATER LEVEL
EL. 99.50'

WATER DEPTH
= 3'-6"

START DECK
EL. 115.75'

POOL DECK
EL. 100.00'

Colors shown here will differ from actual colors due to variations in the calibration of computer monitors and printers. Translucent fiberglass depicted on this color rendering and the amount of transparency shown is only for facilitating the location of translucent fiberglass sections. Refer to actual fiberglass samples for an accurate representation of the color and translucency.

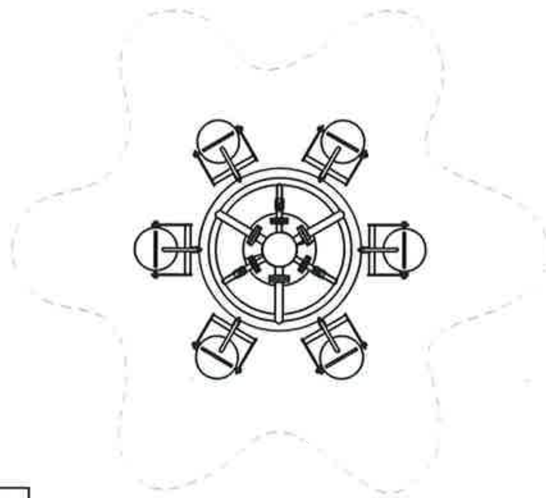
PRELIMINARY
NOT FOR CONSTRUCTION

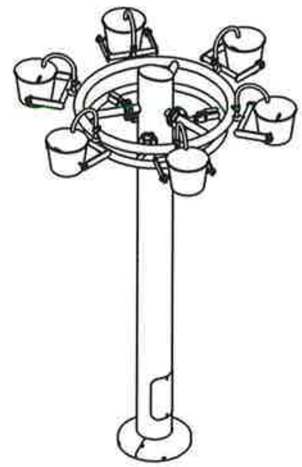
SPLASHTACULAR.
Waterslides and Waterpark Attractions
401 N. East Street
Paola, KS 66071
v. 800.844.5334
f. 913.294.2496

TITLE: PROPOSED OUTDOOR SLIDE LAYOUT		
PROJECT:		
CLIENT:		
DATE: 8/27/2021	DESIGNER: BCM	COUNTRY: USA
SCALE: NTS	CITY: RUSSELL	STATE: KANSAS

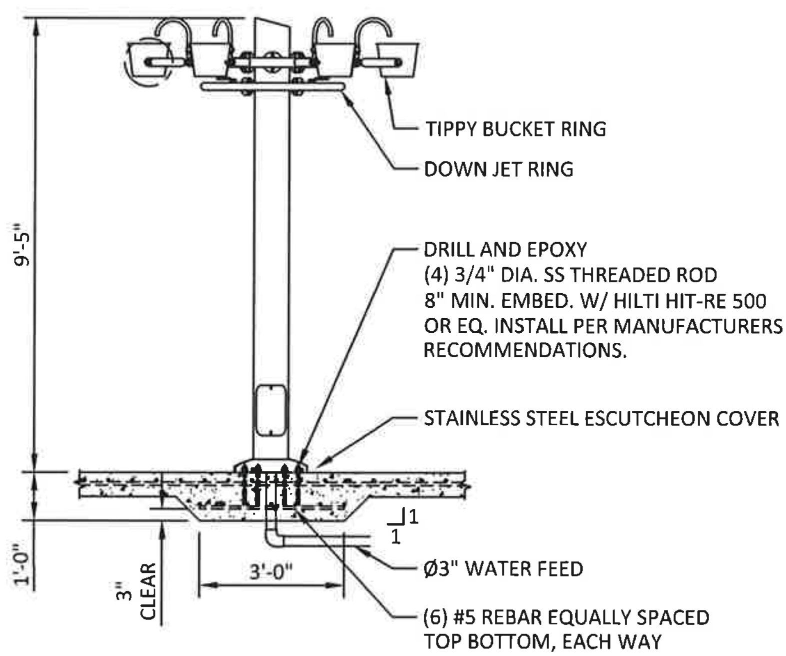
SLD 1

1 OF 1





ALL FEEDS CAPPED 24" ABOVE GRADE @ 35' TDH - 140 GPM



SPLASHTACULAR.
Waterslides and Waterpark Attractions
102 West Kaskaskia Street, Suite 201 • Paola, Kansas 66071
P 800.844.5334 • F 913.294.2496

PRELIMINARY
NOT FOR CONSTRUCTION

TITLE: 6 WAY TIPPY TREE WITH DOWN JETS		
PROJECT:		
CLIENT:		
DATE:	DESIGNER: BCM/KT	COUNTRY:
SCALE: 1/4" = 1'-0"	CITY:	STATE:

1 OF 1

WATER ODYSSEY™
BY FOUNTAIN PEOPLE
A PLAYCORE Company

BILLY BLUE WHALE

ACTIVITY

FunForms™ Aqua Slides™ are a great addition to any aquatic play setting.

MODEL: F1118

8 GPM/30 LPM

L/W/H:
9'-0"/6'-0"/5'6"

Chute(s): 1
Recommended Ages: 2-5
Owner responsible for posting of signage

FEATURES & BENEFITS

- Can enhance your facilities theme
- Coated with Aqua Armor - the most durable Chlorine, UV and vandal resistant coating in the industry
- Interchangeable with other spray features
- ASTM compliant

ORIGINAL

Proposal for Removal and Replacement of Municipal Swimming Pool Aquatic Equipment

City of Russel

Russel, KS, USA

45705-1

September 3rd, 2021

WHITEWATER

EST. 1980

This document contains a formal quotation valid for 60 days from the date issued. When signed by both parties this quotation forms a legally binding contract that guarantees the success of your project by utilizing only the best design and products available.

The appendices listed above are made part of this contract and together represent the full extent of the agreement. In case of conflict between the contract herein and any other referenced documents, the contract takes precedence.

Proposal Signature Form

City of Russel
REQUEST FOR PROPOSALS FOR REMOVAL AND REPLACEMENT OF MUNICIPAL SWIMMING POOL AQUATIC EQUIPMENT

PROPOSAL SIGNATURE FORM

To: City of Russel

From: WhiteWater West Industries Ltd. – Scott Heke / Geoff Chutter (Name)

180-6651 Fraserwood Place, Richmond, BC, Canada V6W 1J3 (Address)

Tel: 604-249-3423 (Phone/Fax)

Scott.Heke@whitewaterwest.com (Email)

In response to your Request for Proposals, the undersigned hereby submits our Proposal for the Removal and Replacement of waterslides equipment. The undersigned herewith proposes to provide the equipment for the amount set forth herein. **The undersigned has noted its qualifications and exceptions to the scope of the project in its proposal.**

Proposer agrees through submission of this Proposal to honor all pricing information sixty (60) days from that date of the Proposal opening, and if awarded a contract on the basis of this Proposal, or a portion thereof, to enter into and execute a form of contract with the City.

The undersigned acknowledges that the City reserves the right to reject any and all proposals, make modifications to the work, award the contract in whole or in part with or without cause to one proposer or separate responsive proposers, provide for the delivery of the project in phases, and waive minor or technical irregularities in any Proposal, if it determines in its discretion that it is in the District's best interests to do so.

WhiteWater West Industries Ltd.
Name of Organization

By: ____________________

This 3rd day of September, 2021

By: Geoff Chutter, CEO
Name and Title of Person Signing

(Apply Corporate Seal if filing as a corporation)

WHITEWATER WEST INDUSTRIES LTD.
SEAL

State of Incorporation: British Columbia, Canada

Cover Letter

Dear Kayla,

First, we would like to thank you for considering WhiteWater and for giving us the opportunity to submit a bid for the Slide complex at the Russell Municipal Pool.

We do appreciate that multiple bidders will be bidding for this project, however, we do believe WhiteWater's value proposition and product offering will differentiate us for many significant reasons.

To keep the entire family busy and in your park all day, our body slides offer a range of experiences fit for all thrill levels and age groups—available in endless configurations, lengths, and colour choices to match exactly what your park needs.
Within our bid package you will find the following slide product mix:

- Aquatube - This iconic water slide can vary in thrill factor, making it perfect for younger kids, teens, and thrill-seekers.

- Poolsider – A water park essential, pool siders can fit into tight footprints, and are fun for all ages.

Quality of Service & Product

- With offices based on the East Coast and the West Coast we are available 12 hours a day, 7 days a week to assist with queries during the engineering, manufacturing and construction phases, along with any operational questions, orders of spare parts and slide care services once open.
- Products that are tailored to the climate and environment of Kansas. WhiteWater uses patented Gel Coat and manufacturing processes that are designed to reduce fading and perform better in extreme heat. Extreme climates are a challenge and we have put considerable research and investment into tailoring our product for this market.
- In house Engineering and Corporately Owned Manufacturing. With more than 100 engineers in house and corporately owned manufacturing we are fully in control or our product and guest safety which is why WhiteWater enjoys the best safety record in the Industry
- Award Winning RTM Technology, Industry Leading AquaLucent and Translucent. Our products look better, are easier to maintain and have a longer life cycle
- Our Products Use Less Power & Water which will save on the cost of the pumps and operational costs. WhiteWater is the only company to computer simulate rides in the design phase and this means we engineer to exact requirements rather than over specify and adjust on site

As you will see there are many factors to consider upon review of our proposal, we hope that our full value proposition is considered and that the possibility of working with WhiteWater leaves you excited.
Thank you for your time and consideration.

Best Regards,

Scott Heke

Entertain the Possibilities

WhiteWater was born in 1980 with one clear purpose, to create places where families unite and make joyful lasting memories.

We achieve this by standing alongside our customers from concept to completion of award-winning attractions, from waterslides to water rides and everything in between.
We aim to inspire our clients by unleashing our creativity to realize their ambitions; we craft solutions which make each park unique. We are dedicated to making products that operators can count on because we understand the importance of reliability and efficiency on the bottom line.

At Whitewater, we put our success down to our attitude. We've never once forgotten why we're here – to help parks solve problems, create immersive experiences, and delight guests all over the world by creating connections through shared experiences, and forming emotional bonds with others in a way very few others can replicate.

Safety

Safety is at our very core – allowing us to protect our operators, our people, and guests alike, each and every day.

Tailored

We combine pure creative thinking, and proven ability to deliver solutions, we can bring our client's vision to life.

High-quality

Fusing engineering with imagination to ensure the creation of high-quality products that stand the test of time.

Intelligence

The future of fun comes from our united, problem-solving nature. It allows us to look beyond tomorrow to create dependable products that are more fun, and inclusive than anything before.

Reliable

We continually build on our trusted reputation as reliable market leaders by delivering with care – on time, every time.

Meet Our Project Team

Scott Heke

VP Business Development
Western USA & Canada

Scott joined WWI in 1996 as a welder/fabricator at the beginning of Whitewater's launch into the Interactive Play System market. In 2000, Scott took the leadership role of shift Supervisor overseeing the welding, fabrication and quality output of his team's production. It was during this time that Scott obtained his CWB certification in both mild and stainless steel welding and took on the added responsibility of CWB Welding Supervisor. Scott became the Steel Fabrication Manager in 2002 and was offered an opportunity in 2005 to a Project Management role, which Scott took on the responsibility for WWI's warranty claims. Scott recognized the need for Whitewater to provide its customers with ongoing service and eventually, the department evolved into what is now the After Sales & Service value stream. His leadership of the After Sales division has allowed that division to be very successful for many years until March 2021, Scott took the role of Vice President of Business Development – USA West & Canada.

Doug Smith

Global Head of Sales

Doug found his home in the Attractions industry in 1995. His experience crosses both business development and operations. He has managed attractions international sales teams at SCS Interactive/Koala Play Group as well as managing Prime Play. In 2005 Doug joined WhiteWater becoming the Manager of the Attractions Division. After 10 years of general management he took his 20+ years of international business experience over to the Executive Vice President role of managing strategy and business development of all WhiteWater divisions and products for Asia-Pacific. Doug also serves on the board of the Asia-Pacific Division of the Themed Entertainment Association.

Specific Terms and Conditions

1. Abbreviated Scope of Work

Included in the scope of this proposal or contract are the following Products and Services:

PRODUCTS	As per drawing
Pool Sider – Body Slide	45705 SK-10
AquaTube – Body Slide	

	STEEL ADDITIONS	Steel Finish	Notes & Specifications
☑	Start tower(s) for slides	Galvanized	Stair Treads and Decking Material is Trex.
☑	Slide supports	Galvanized	

	ON-SITE SERVICES	Number of man-days	Notes
☑	Demolition and Removal of two existing slides being replaced	Included	Non-Prevailing Wages [1]
☑	Installation of Equipment		Non-Prevailing Wages [1]
☑	Installation Advisory		based on a seven day workweek[1]
☑	Ride Commissioning		based on a seven day workweek[1]

For further information please refer to Appendices for Specifications.

Notes:

- This proposal has included the demolition, removal, and replacement of two existing aquatic slides and their platform only. **The removal of existing fiberglass toddler slide, two existing spray features, and all existing skimmer grates surrounding the swimming pool are excluded.**

[1] Duration and price are based on a seven-day workweek and assume continuous working conditions without major interruption. In case compliance with local labor laws or safety procedures on site - whichever is the more stringent – prevents a seven-day workweek, in consultation with Purchaser, schedule and price will be adjusted to reflect such compliance.

2. Delivery, Transfer of Risk and Ownership of the Equipment

Delivery of the equipment; transfer of risk, transfer of ownership and responsibility of WhiteWater and Purchaser strictly follow Incoterms (2020) or as might be specified, amended or clarified below:

DDP - Delivered Duty Paid (Place of Destination) as strictly defined under Incoterms (2020)

- Delivery, transfer of risk and ownership take place when the equipment is placed at the disposal of the Purchaser ready for unloading from the mean of transportation at the named place of destination.
- Seller is responsible for unloading
- WhiteWater is responsible for export and import clearance, but Purchaser is the importer of record and is required to provide any import license, security clearance or other official authorization as might be required by law in the country of import
- WhiteWater is responsible for insurance against the risk of loss or damage during the carriage which insurance will be to the benefit of WhiteWater and not endorsed to Purchaser

Named Place of Destination is: **Russel, KS, USA**

Detention
Purchaser agrees that it is responsible to pay or reimburse WhiteWater for any detention as a result of Purchaser delaying unloading and return of empty containers.

3. Purchase Price

Subject to the terms of this Contract, the Purchaser hereby orders and purchases from the supplier, and the Supplier agrees to sell and provide to the Purchaser, the Equipment and Services for the Purchase Price, exclusive of all taxes.

$546,596 USD

A breakdown of which is as following:

Body Slides Replacement (SK-10)

DESIGN SERVICES (ENGINEERING)	AMOUNT	
Design	$18,188	
SUBTOTAL		**$18,188**
EQUIPMENT SUPPLY	**AMOUNT**	
Fiberglass	$135,835	
Slide Supports	$27,818	
Tower	$76,280	
Engineer Review	$5,357	
SUBTOTAL		**$245,290**
ON-SITE SERVICES	**AMOUNT**	
Demolition, Removal and Disposal of Existing Slides being replaced	$81,429	
Installation	$156,556	
Installation Advisory	$45,133	
SUBTOTAL		**$283,118**
	TOTAL	**$546,596**
GRAND TOTAL	**USD**	**$546,596**

*Prices above are exclusive of all sales taxes.

Sales Tax
The Purchase Price is exclusive of any sales tax (if allowed by State Law).
When applicable the following sale / use taxes are in addition to the Purchase Price amount:

$46,460 USD

WHITEWATER WEST INDUSTRIES LTD. SEAL

4. Payment Terms

As a condition of the performance of WhiteWater, Purchaser agrees to pay the Purchase Price as follows:

DEPOSIT PAYMENT	30% =	**$177,917**
SHIPMENT PAYMENT Prior to and as a condition of loading the Equipment for shipping.	60% =	**$355,834**
FINAL PAYMENT Upon issuance of Certificate of Commissioning *(as per General Terms and Conditions - Completion)*	10% =	**$59,305**
TOTAL		**$593,056**

Banking information to be presented under separate cover after execution of the contract.

5. Estimated Schedule of Delivery and Completion

Based on a contract fully executed by both parties on **September 17, 2021**, the targeted date for commissioning of the equipment is **March 31, 2022**.

Purchaser's initial ___________

1. Engineering
All the following deliverables need to be received within 5 business days (or as indicated on the schedule annexed) or schedule will be delayed:

- Executed Contract
- Deposit Payment
- Critical Startup Information as detailed in Appendix "Critical Startup Information" required to start performance of the work

To maintain the project schedule, the Purchaser agrees to provide all necessary approvals for design, theming and equipment colors in a timely manner.

2. Manufacturing
To start upon completion of Engineering and upon receipt of the following items from the Purchaser (where applicable):

- Milestone payment or issuance of the letter of credit
- Signed authorization to proceed from the Purchaser
- 3rd party design acceptance

3. Shipping
Loading of the equipment to start upon receipt of milestone payment, unless secured by a letter of credit.

4. Installation Advisory Services or Installation of Equipment (if applicable)
To start upon notification of site readiness and accessibility to our employees.

Any delay to contract initiation (i.e. contract execution and deposit payment) or any changes to milestone dates by Purchaser will cause corresponding delays to the delivery schedule. In addition, significant changes might also affect the duration of the various tasks. For further information please refer to the preliminary schedule included in Appendix Preliminary Schedule.

END OF SECTION

General Terms and Conditions

1. **Indemnification**

a. Upon written request of Purchaser, WhiteWater shall, to the fullest extent permitted by law, indemnify, defend and hold Purchaser (including any parent, subsidiary and/or related entity of Purchaser, as well as their officers, directors, managers, employees, agents and servants) harmless from any claims, demands, causes of action or costs, including attorney fees, which:

- *arise out of or are otherwise related to any alleged negligence or other culpable conduct of any of its employee, subcontractor or agent of WhiteWater, in connection with the assembly, construction, installation supervision or erection of WhiteWater's equipment OR*
- *arise out of or are otherwise related to personal injury or death caused by a defect in the design of, manufacture of, or warnings/instructions accompanying WhiteWater's equipment.*

However, if any information reasonably supports the possibility of Purchaser error in installing, operating, maintaining or servicing the WhiteWater's equipment or if the WhiteWater's equipment involved in such claim or lawsuit has been altered by or on behalf of Purchaser, without the express written consent of WhiteWater, then this Defense and Indemnity Contract shall have no force or effect.

b. If such is the case, upon written request of WhiteWater, Purchaser shall, to the fullest extent permitted by law, defend, indemnify and hold WhiteWater (including any parent, subsidiary or related entity of WhiteWater, as well as their officers, directors, managers, employees, agents and servants) harmless from and against any claims, demands, causes of action or costs, including attorney fees, if such claims, demands or causes of action *arise out of or are otherwise related to any alleged negligence or other culpable conduct of any employee, subcontractor, general contractor or agent of Purchaser, in connection with the planning, approval, site preparation, assembly, construction, installation or erection of WhiteWater's equipment.*

c. If Purchaser, (including any parent, subsidiary and/or related entity of Purchaser, as well as their officers, directors, managers, employees, agents and servants) also operates the equipment, upon written request of WhiteWater, Purchaser/Operator shall, to the fullest extent permitted by law, defend, indemnify and hold WhiteWater (including any parent, subsidiary or related entity of WhiteWater, as well as their officers, directors, managers, employees, agents and servants) harmless from and against any claims, demands, causes of action or costs, including attorney fees, if such claims, demands or causes of action *arise out of or are otherwise related to any alleged negligence, culpable conduct, error, or omission of Purchaser, or any third party in contract with or under the direction or control of Purchaser:*

   i. *in connection with the maintenance, repair, service, use or operation of the WhiteWater's equipment;*
   ii. *in connection with the supervision of users of the WhiteWater's equipment;*
   iii. *any modification of the WhiteWater's equipment made by or on behalf of Purchaser, except those made in accordance with the express written consent of WhiteWater;*
   iv. *any alleged negligence or other culpable conduct of users of the WhiteWater's equipment;*

The Parties expressly recognize and agree that the Party operating the equipment is uniquely situated and is in the best position to insure and otherwise provide for the safety of the users of the WhiteWater equipment, and to ensure that the WhiteWater equipment is properly maintained and properly used by patrons. Therefore, the Parties agree that indemnity obligations provided by the entity operating the equipment) takes precedence over WhiteWater's indemnity obligations to Purchaser or Operator.

d. **<u>Notices</u>** - Indemnitee shall notify Indemnitor of any claim or lawsuit which Indemnitee will assert Indemnitor might be obligated to defend under this Section within fifteen (15) days of Indemnitee's receipt of notice of said claim or lawsuit. In addition to the forgoing, Indemnitee will use reasonable efforts to notify Indemnitor within fifteen (15) days of obtaining facts which suggest that Indemnitor may be obligated to defend and indemnify the Indemnitee in accordance with this provision. Failure to provide such notice in the preceding sentence shall not void the indemnity provision unless Indemnitor can prove that Indemnitee's failure to so notify Indemnitor materially impaired Indemnitor' S ability to defend any claim arising from such facts.

e. **Obligation to Report Incidents** - WhiteWater and Purchaser/Operator agree and recognize that timely investigation and analysis of any mishap, accident, injury, death, claim or demand is vital to the maintenance, improvement, and safe use of the WhiteWater's equipment. Purchaser/Operator shall report any mishap, accident or incident involving any bodily injury, damage or death, or injury to or destruction of tangible property, to WhiteWater within five (5) days of the reported incident, regardless of whether any claim or demand for damages is made.

2. Insurance

a. Installation Project Period: Insurance

i. Without in any respect limiting WhiteWater's obligations under the Defense, Indemnity and Hold Harmless provisions, WhiteWater, at its sole cost and expense, must provide Commercial General Liability Insurance including coverage for Bodily Injury, Property Damage, Personal Injury Liability, Completed Operations, Products Liability and non-owned Auto, with policy limits of liability up to $10,000,000 per occurrence and in the aggregate. The insurance shall include coverage for contractual indemnity for bodily injury or death or to injury or destruction of tangible property including the loss of use resulting therefrom. Project specific limits are not provided.

Such insurance shall name as Additional Insureds the parties indemnified in the Defense, Indemnity and Hold Harmless provisions and under the limited time frame of the Installation Project Period. Such insurance shall provide that it is primary insurance coverage over insurance where Purchaser is a named insured, and shall not be reduced by, nor contribute nor prorate with any other insurance available to Purchaser where Purchaser is a named insured; and shall contain a Waiver of Subrogation Clause. Additional Insureds are all entities where required by written contract with the insured and to whom a certificate of insurance has been issued and for the term specified by written contract.

Such policy shall provide thirty (30) days prior written notice to the additional insureds before termination of such policy before the end of the Installation Project Period. The additional insured status terminates at the end of the Installation Project Period regardless of whether notice is provided, or not. Such insurance shall be evidenced by certificates of insurance and a copy of relevant endorsement as might apply shall be submitted with the Certificate.

ii. WhiteWater, at its sole cost and expense, must provide Employer's Liability and Worker's Compensation coverage of $1,000,000 (USA coverage will be based on statutory limits for all states excluding monopolistic states) and shall ensure that any contractor or subcontractor hired by WhiteWater to provide services under WhiteWater's obligations per this Contract maintains the same.

b. Post Installation Period: Insurance

i. Without in any respect limiting the parties' obligations under the Defense, Indemnity and Hold Harmless provisions above, the parties agree, at their sole cost and expense, to maintain Commercial General Liability Insurance including coverage for Bodily Injury, Property Damage, Personal Injury Liability, Completed Operations, and Products Liability, with policy limits of liability of no less than $5,000,000 per occurrence and in the aggregate. The insurance shall include coverage for contractual indemnity for bodily injury or death or to injury or destruction of tangible property including the loss of use resulting therefrom. Project specific limits are not included in the scope of this Contract and if available will be in addition to contract price.

3. Transfer of Risk and Title

Transfer of Risk takes place upon delivery based on Incoterms (2010) as selected under Specific Terms and Conditions - Delivery, Transfer of Risk and Ownership of the Equipment. Transfer of Title mirrors the transfer of risk.

4. Delays or Suspension by Purchaser

a. Purchaser acknowledges that WhiteWater has exclusively set aside production capacity for the purpose of manufacturing goods according to the agreed Project Schedule and that any delays by Purchaser in taking delivery would create irreparable harm. If the project is delayed as a result of Purchaser not meeting schedule milestones, then the project schedule will be adjusted accordingly. When Purchaser, its Agents or its affiliates, Owner (as might apply), as well as their partners, directors, officers is the sole cause of the delay and delay is not caused by an event of Force Majeure, WhiteWater shall be entitled to liquidated damages in the sum at the daily rate of $1,000.00, beginning fourteen (14) days from written notice given by WhiteWater, up to a maximum liquidated damage aggregate of Five Percent (5%) of the contract price of the equipment delayed.

b. While WhiteWater is on site, if the project is delayed as a result of the actions of Purchaser, its Agents or its affiliates, Owner (as might apply), as well as their partners, directors, officers then the project schedule shall be adjusted accordingly, and WhiteWater shall be entitled to an equitable adjustment of the Purchase Price. The project schedule and the Purchase Price shall be adjusted for the increase in the cost and time caused by the delay, interruption or suspension including overhead and profit. Costs to be reimbursed shall include costs related to demobilization and mobilization of equipment, crew and/or supervisory personnel but not exclusively such. No adjustment shall be made when performance would have been suspended, delayed or interrupted by another cause for which WhiteWater is responsible

c. Separate and apart from the costs set forth above, should WhiteWater be required to store work in progress and/or finished goods for a period of more than fourteen (14) days, WhiteWater shall be entitled reimbursement for the actual cost of such storage plus a ten percent (10%) administration fee.

d. It is understood by both parties that delay by Purchaser in making payments when due will result in delay in completion of subsequent milestones by WhiteWater and can increase duration of the work.

5. Delays by WhiteWater

a. If the project is delayed as a result of WhiteWater not meeting schedule milestones, then the project schedule will be adjusted accordingly.

b. When WhiteWater is the sole cause of the delay to the Commissioning and Substantial Completion and delay is not caused by an event of Force Majeure or by the Purchaser's failure to make payments in accordance with the Contract or to provide required information to WhiteWater when contemplated in the Contract, Purchaser shall be entitled to liquidated damages in the sum at the daily rate of $1,000.00, beginning fourteen (14) days from written notice given by Purchaser, up to a maximum liquidated damage aggregate of Five Percent (5%) of the contract price of the equipment delayed.

6. Impossibility/Impracticability.

When a party is excused of his or her responsibilities because performance has been made excessively burdensome— impracticable—by a supervening event that was not caused by the party seeking to be excused and that is inconsistent with the basic assumption of the parties at the time the contract was made, all deadlines and dates shall be adjusted and extended, and WhiteWater shall not be liable whatsoever for any delays in delivery or any failure to deliver the goods. WhiteWater shall have such additional time to ship and/or deliver the goods as may be reasonable or appropriate under all circumstances.

7. Waiver of Consequential Damages

In no event shall one party be liable to the other or any other entity for loss of use, loss of profits of for any consequential, incidental, indirect, extra-contractual or special damages of any type which might be suffered by the other party, regardless whether the party has been advised of their applicability.

8. Termination

a. The Purchaser acknowledges that once an order is placed with WhiteWater, considerable expense is incurred by WhiteWater to provide the Design Services, and manufacturing the equipment and accordingly, this Contract may not be terminated by the Purchaser unless following sub-clauses (b) and (c) below:

b. Termination for Cause. If WhiteWater materially defaults in carrying out its duties under this Contract, the Purchaser will give WhiteWater notice of the default in which case WhiteWater will have ten (10) days to remedy the default or propose a satisfactory remedy to cure the default and Purchaser shall not unreasonably refuse such remedy. If WhiteWater is unable to make such remedy, the Purchaser may elect to terminate the Contract.

c. Termination for Convenience. The Purchaser can terminate this Contract, without cause. If the Contract is terminated before performance is completed, WhiteWater will be paid only for the prorate of the Contract Price corresponding to work satisfactorily performed and work in progress, cost incurred or that cannot be avoided including orders that cannot be cancelled or returned at the time of the termination and for which costs can be substantiated. In addition, a cancellation fee equivalent to 20% of the value of the amount above is also payable but in no circumstances will the aggregate amount paid exceed the total Purchase Price. All work in progress will become the property of the Customer and will be turned over promptly by WhiteWater and put at the disposal of Purchaser at its current location.

d. Termination for Payment Default. If the Purchaser should fail or wrongfully refuse to approve or refuse to make payment in accordance with this Contract, then WhiteWater may elect to terminate the contract, by notice in writing. WhiteWater shall be entitled to collect from Purchaser, payment for all completed contracted work and to recover all direct costs prorated from contract amounts, incurred up to the time of termination. If Purchaser cures its nonpayment within fifteen (15) days, then WhiteWater's notice of termination will be rendered ineffective

9. Completion

a. Following installation and testing of the equipment, WhiteWater will provide Purchaser with a Certificate of Commissioning and Substantial Completion, along with a deficiency list of unfinished items, if any, to illustrate the Substantial Completion of the Work. Substantial Completion is defined as the date in which the Work is ready to be used, or is being used, for the purposes for which it was intended.

b. Both parties in writing shall agree upon the value of each item on the deficiency list. In the case WhiteWater is responsible for Installation of the Equipment or there is any material has not yet been delivered, the allowable dollar amount to be retained by the Purchaser after the date of Commissioning is the total agreed upon value of the deficiencies or parts multiplied by two.

c. Total Completion is achieved when WhiteWater completes the items on the deficiency list which are part of WhiteWater's scope of work. At such time WhiteWater shall issue a Certificate of Total Completion to be executed by Purchaser as proof of their acceptance and full completion of the Work.

10. Correction Period and Express Limited Warranties

a. Correction Period. For a period of twelve (12) months from the date of Commissioning, WhiteWater shall repair or replace at its sole option, parts, or portion of the equipment subject to any defect in material, workmanship, or design outcome; provided the Equipment has been paid in full, installed according to and in full compliance with engineering drawings and used in accordance with the Operation and Maintenance Manuals. The operator is required to report in writing any alleged defect within ten (10) days of its appearance, or the correction might be at the sole cost of the operator or the operator might become responsible for the additional cost of repair resulting for letting the issue unreported and unresolved for a longer period. Act of God, damages from extreme weather, intentional physical damages and damages from impacts are not covered and all other warranties expressed or implied are rejected unless noted herein. In no case shall WhiteWater be liable for any consequential damages.

b. Express Limited Warranties. Correction Period covers peeling, cracking, blistering, and or delamination, under conditions of normal use, which are the result of improper surface preparation or manufacturing by WhiteWater. The following warranties are offered in regard of fiberglass reinforced panels.

- Replacement or repair for parts installed according to engineering drawings that have structurally failed within three (3) years of installation, unless such failure is at a result of installation crews constraining straight sections (when not installed by WhiteWater) or when site preparation and/or foundations did not comply with WhiteWater's engineering drawings).
- Resurfacing or repair for parts that are subject to any severe latent defect in clearcoat and/or gelcoat within three (3) years of installation, unless the operator cannot provide reasonable records showing that operation and maintenance have been performed in compliance with the Operations and Maintenance Manual.

These warranties are subject to guidance, limitations and requirements outlined in the relevant sections of the Operations & Maintenance Manual.

11. Change Orders

a. Without affecting the validity of any of the terms of this Contract, the parties reserve the right to make reasonable changes to the scope of work, provided that and only when such changes are affected through a written change order executed by both parties. Once a party formally send a request for a change order, the other party will endeavor to review and confirm feasibility, schedule adjustment and impact on price of the proposed change within five (5) business days of the receipt of all the required information. If the reviewing party fails to respond, the change order will be considered to be accepted and the requesting party will be entitled to send notice of such on the sixth day.

b. During the initiation stage of the project, WhiteWater and Purchaser will work closely to finalize the details of the design documented in this Contract by incorporating minor changes, if any, necessary to proceed to the detailed engineering as per estimated schedule.

c. Once the detailed engineering has begun any proposed change will require an adjustment of schedule and price as per Paragraph 8.a above.

12. Third Party Review Requirements

The Purchaser agrees that unless expressly documented in this contract, there is no requirement for a 3rd party review of design, manufacturing, installation or operation of the WhiteWater supplied equipment. If a 3rd party review including reviews by local, state or federal authorities is required, and not documented in this Contract, WhiteWater will have the opportunity to review the requirements and provide a change order to document the change to the sell price and project schedule as a result of this inclusion.

13. Design Code and Special Design Considerations

The purchaser agrees that the standards referenced in the annexes of this Contract are the only ones applicable to the design of this project. Any other standards, specifications, or similar requirements not identified in the contract will be subject to WhiteWater review and approval and may result in a change order if approved.

14. Standard of Care

WhiteWater shall perform its services in accordance with the standards noted above consistent with the professional skill and care ordinarily provided by designers and engineers practicing in the same or similar jurisdiction under the same or similar circumstances. WhiteWater shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progresses of the work.

15. Safety

WhiteWater' s employees, agents, representatives, independent contractors or individuals acting under WhiteWater's direction will at all time abide and follow the Safety Procedures in place on the project site in addition to WhiteWater's Safety Procedures.

16. Assignment

a. WhiteWater may not assign a portion of this contract to other parties without the written consent of the Purchaser. WhiteWater may use subcontractors in the fulfillment of the contract.

b. The Purchaser may not assign the contract without the written consent of WhiteWater.

17. Independent Contractor

WhiteWater shall at all times be an independent contractor in performing its obligations pursuant to this Contract. Nothing contained in this Contract shall in any way be construed to create an employer/employee relationship, agency relationship, partnership or joint venture between the parties.

18. Taxes

Unless otherwise contemplated in the Specific Terms and Conditions, all payments to be made under this Contract shall be made in cleared funds, without any deduction or set-off and free and clear of and without deduction for or on account of any taxes, levies, imports, duties, charges, fees and withholdings of any nature now or hereafter imposed by any governmental, fiscal or other authority from the country of destination save as required by law. If the Purchaser is compelled to make any such deduction, it will make additional payments to ensure that the WhiteWater receives the full amount before such deductions.

19. Jurisdiction

This Contract shall be construed in accordance with, and will be subject to, the laws of the jurisdiction in which the project is located unless stated otherwise.

20. Language

All official WhiteWater's communications, contractual documents and project documentation will be issued in English which will be considered the language of the contract. Any translation/interpretation of project documentation will be the sole responsibility of the Purchaser, unless otherwise stated in this Contract.

21. Electronic Delivery

This Contract may be executed and delivered in one or more counterparts and by facsimile, electronic means or otherwise, each of which when executed and delivered will be deemed an original, and all of which will constitute one and the same document. Facsimile signatures shall be deemed to be original signatures.

22. Project Images

Purchaser shall grant WhiteWater the right to use video, picture or other representation of the equipment and its surrounding in the possession of Purchaser and Purchaser agrees to provide such from time to time upon reasonable request by WhiteWater. WhiteWater may also acknowledge Purchaser in any promotional material utilizing video, picture or print material that depicts the Attraction, including limited use of Purchaser's trademarks, trade name and trade dress or Purchaser's guests' likeness.

END OF SECTION

Appendix 1 **Detailed Design & Engineering Services - Specifications**

Design (Engineering) Services	Seller	Purchaser	Reference
Product Configuration	■		SPEC-DS
Above grade start towers	■		SPEC-DS
Local Engineering Overseal	■		SPEC-DS
Site Specific Information		■	PRD
Permits		■	PRD
Detail design of electrical, pools and/or pool mechanicals		■	

DS

SPEC DS
Specification – Design Services

In consultation with the Purchaser, design consultants and general contractors as required, WhiteWater agrees to provide digital copies of engineering drawings as follows[1]:

1. Product Configuration
   1.1 Waterslides
      1.1.1 Slide path design showing fiberglass waterslide parts, x, y, and z coordinates, and grades.
      1.1.2 Structural support system for fiberglass waterslide (columns, arms & yokes).
      1.1.3 Emergency egress towers, platforms and stairways, including detailed framing and connections (when applicable).
      1.1.4 Start Towers, platforms and stairways, including detailed framing and connections (if applicable).
      1.1.5 Foundation design[2] for slide supports and towers.
      1.1.6 High level mechanical schematics for slide water supply system, inclusive of specification of pumps, pipe dimensions, valves, filters, flow meters, nozzles, etc.
      1.1.7 Basic design of pool geometry, inclusive of minimum required shape and depths (when applicable).
      1.1.8 Assembly drawings for fiberglass waterslide, steel supports and towers (if applicable).

[1]WhiteWater will provide a subset of the documents listed to support Purchaser's submissions for permits and licenses required by the local jurisdiction. Documents will be provided in advance if required by schedule.

[2]WWI engineering scope for foundation design is limited to subsurface soil conditions that can satisfactorily allow the use of conventional concrete footings. Supporting grades and site preparation shall be capable of providing an allowable bearing pressure of at least 1500 psf (75kPa). Should local subsurface condition require deep foundations (e.g. piling, caissons), the foundations shall be designed by an engineer engaged by the Purchaser to the forces provided by WWI Engineering and the parameters presented in the geotechnical report.

2. Overseal
    2.1 To hire a professional engineer licensed in the jurisdiction of the project to review the drawing and calculation package and provide overseal.

PRD Purchaser Requirements – Design & Engineering (PRD)

The Purchaser hereby commits to provide WhiteWater the following information or approvals in English language, and is responsible for the accuracy of the information provided:

Plans and Survey
General
The Purchaser agrees to provide plans and survey information sufficient to perform detailed design for the equipment supply included in this contract. The Purchaser warrants that the site survey plans provided to WhiteWater are accurate in all material respects. The site survey plans will be provided in CAD format. 3D CAD is required for retrofit, expansion or indoor projects, 2D CAD is sufficient for outdoor projects with no existing infrastructure. The following details are required:

Defined elevations
1. Site coordinate system, including global origin point
2. Site boundaries and limiting envelopes
3. Existing or planned utilities and easements that need to be considered during the design phase
4. Locations (orientation and elevation) of any existing structure(s) that will be used to support WhiteWater equipment.

7For all projects that include Waterslide products in WhiteWater's scope of supply, the following additional information is required:
1. Final pool plan (where applicable)
    a. Deck plan and elevations
    b. Water levels
    c. Pool wall cross sections at WhiteWater product interfaces
2. Design check of structures designed by others, such as buildings or roof trusses, that are used to support any WhiteWater equipment.
3. When WhiteWater is replacing fiberglass on an existing waterslide structure, WhiteWater requires that design information be provided so a design check can be performed.

Geotechnical & Climatic
The Purchaser is responsible to provide
1. Soils testing and a geotechnical report for the purpose of foundation design.
2. All climatic information necessary to perform detailed design for the equipment supply included in this contract. This includes seismic, wind and snow loading information.

Building Permits and Licenses
1. All submissions to secure building permits and licenses are the responsibility of the Purchaser.
2. The Purchaser shall obtain all building permits and licenses to allow WhiteWater to complete its obligations, including, without limitation, any obligation to install the equipment.

Appendix 2 **Equipment Supply Services - Specifications**

Equipment Supply—Waterslides	Seller	Purchaser	Reference
Fiberglass waterslides	■		WS
Above grade support system	■		SS
Above grade start towers	■		ST
Waterslide vehicles		■	
Safety signage		■	
Foundation embed items—anchor bolts	■		
Foundation embed items—reinforcing steel		■	
Slide Mechanical—pumps, valves piping, fittings, etc.		■	
Pool Mechanical—pumps, valves, piping, filters, fittings etc.		■	
Electrical		■	

WS

SPEC-WS
Specification – Waterslides

WhiteWater agrees to supply the waterslides in accordance with the following specification:

1. Flume
   1.1 All waterslide parts are produced to engineered laminate schedules in variable thickness to be compliant with relevant regulatory requirements including ASTM (F846, F853, F1193, F2376, and F2974), ISO 9000-2008 (Manufacturing) and British Standard EN 1069-01 .
   1.2 The base layer of isophthalic polyester resin is coated with two protective layers. Surfaces exposed to sunlight and back surfaces are coated with a polyurethane clear coat protecting them from UV. Riding, molded and back surfaces are coated with an ISO/NPG get coat protecting them against water fading and blistering from osmosis.
   1.3 Waterslide Risers: All flumes come with necessary risers for safety and to reduce water splash-out.
   1.4 Entry box: All waterslides come with pre-plumbed entry box complete with pipe stub and flexible coupler.
   1.5 Drilling: All flanges are pre-drilled.
   1.6 Fasteners: Flume to flume fasteners are stainless steel Type 304.
   1.7 Caulking: SikaFlex® 1A brand or equivalent caulking as necessary for all flume to flume connections.
   1.8 Grabrails: All necessary grabrails which affix to the entry box are stainless steel and are included.
   1.9 Labeling: All parts are labeled with a part code number for easy identification.

SS

SPEC-SS
Specification – Steel Supports

1. Fabrication
   1.1 All steel is fabricated in certified shops under Canadian Welding Bureau Standard CSA W47.1, or American Structural Welding Code AWS D1.1.

2. Materials

2.1 All steel is new and conforms to ASTM designation as per the engineering drawings.

3. Finish
   3.1 All steel is provided hot dipped galvanized.

4. Level of Fabrication
   4.1 All steel is provided for bolt-up assembly. Columns are complete with clips for arms and braces, end caps, and baseplates. Arms have knee brace attached and all clips for attachment. All fasteners according to engineering specifications are supplied.

5. Anchor bolts and imbeds
   5.1 All anchor bolts and imbedded items are included.

6. Yokes
   6.1 All connecting yokes for fiberglass connections are provided, along with all necessary stainless steel hardware for connection to fiberglass, and galvanized steel hardware for connection to steel arm.

7. Touch up
   7.1 Touch up finish paint (if applicable) and touch up paint for cold galvanizing is provided.

ST SPEC-ST
Specification – Steel Tower

1. Fabrication
   1.1 All steel is fabricated in certified shops under Canadian Welding Bureau Standard CSA W47.1, or American Structural Welding Code AWS D1.1.

2. Materials
   2.1 All steel is new and conforms to ASTM designation as per the engineering drawings.

3. Finish
   3.1 All steel is provided hot dipped galvanized.

4. Level of Fabrication
   4.1 All steel is provided for bolt-up assembly. All columns are complete with base plates, clips, end plates, welded on. Stair stringers are complete with clips for guardrails. Guard rails are complete with all balusters. Some field welding is required. All fasteners according to engineering specifications are provided. Stair treads and decking surface to comprise of composite dimensional lumber.

5. Anchor bolts and imbeds
   5.1 All anchor bolts and imbedded items are included.

6. Touchup
   6.1 Touch up finish paint (if applicable) and touch up paint for cold galvanizing is provided.

spec-st steel tower (decklok) v1.docx

Appendix 3 **On-Site Services - Specifications**

On-Site Services	Seller	Purchaser	Reference
Installation of WhiteWater supplied equipment	■		IN
Installation Advisory Services of WhiteWater designed equipment	■		IN
Items that are the responsibility of the Purchaser or their Agents		■	PRC
Commissioning services	■		CS

IN

SPEC-IN
Specification – Installation

WhiteWater agrees to provide the necessary labor, tools and equipment to complete the installation of WhiteWater supplied equipment performed in accordance with WhiteWater's engineering drawings and specifications and commonly accepted principles of good workmanship, as follows (where applicable):

1. Waterslides:
   1.1 To install waterslide sections using WhiteWater approved methods.
   1.2 To repair chips, cracks, and clean interior and exterior of slide, and wax interior of slides ready for public use.
   1.3 To erect all structural steel supports, plumb and level in accordance with WhiteWater engineering drawings.
   1.4 Towers: erect starting towers, plumb and level in accordance with WhiteWater engineering drawings.
   1.5 Conveyors: install conveyor unit(s) including start-up and adjustments as necessary.
2. Interactive Wet Play: install unit(s) including start-up and adjustments as necessary.
3. FlowRider: install equipment components including start-up and adjustments as necessary.
4. Wave Equipment: install wave equipment components. Electrical panel will be mounted in preparation for all electrical hook-ups.
5. Providing an initial inventory of all WhiteWater supplied materials delivered to the site
6. Work with the project stakeholders to develop and maintain a construction plan that will meet the overall project schedule
7. Provide the owner with an on-site representative to attend any scheduled site meetings and ensure effective communication between them and WhiteWater – acting as the primary on-site liaison
8. WhiteWater is responsible for crew expenses, including all transportation, lodging, meals and other per diems during construction.
9. The following conditions apply to the specified duration of man days included in the contract:
   9.1 Duration is based on a seven-day work week and continuous work on site. If there are any "down days" where they are prevented from accessing the project site or if there is no installation crew available on certain days, these "down days" will be counted as part of the specified duration.
   9.2 In case compliance with local labor laws or safety procedures on site - whichever is the more stringent – prevents a seven-day workweek, in consultation with Purchaser, schedule and price will be adjusted to reflect such compliance.

PRC Purchaser Requirements – Construction (PRC)

The Purchaser agrees to provide at its own cost, the following (but not limited to):

1. Adequate lay-down area for equipment pre-assembly and for storage of the equipment, convenient to the site and close to the final position of the equipment. The lay-down area must be hard surfaced and accessible for trucks, cranes, fork lifts and other equipment necessary for the installation of the WhiteWater supplied equipment.
2. All site work including, but not limited to: soil tests, stripping, grubbing, filling, site grading, site drainage, all foundations, footings, concrete columns and piers (and grouting of all column baseplates), complete with placing steel embed plates and / or anchor bolts in the correct locations and orientations as surveyed by a qualified land surveyor.
3. Building and sealing of building wall penetrations or enclosures, if required.
4. All slabs on grade for shutdown lanes and / or pool decks.
5. Detailed design and construction of all pools, including pumps, valves, piping, filters, fittings, VFD's, starters, etc.
6. The necessary block-outs in the pool walls and slabs to accommodate the slide pieces and to complete and finish this area after the slide is installed.
7. All concrete work on tower platforms, stairways and walkways
8. Adequate protection for the WhiteWater supplied equipment against paint over-spray, debris, concrete splatter or misuse by trades during the completion of the project.
9. Cleanup of all concrete spatters and drips that fall on any fiberglass slide parts, support steel or tower steel.
10. Electrical connections, conduit and field wiring to any WhiteWater supplied electrical equipment.
11. Adequate water and electrical supplied within reasonable access to the work area for construction activities.
12. Adequate toilet facilities within reasonable access to the work area.
13. Adequate waste disposal containers.
14. All buildings, mechanical rooms, change rooms etc. as required for the project.
15. Adequate access to the site for trucks, cranes, fork lifts, and other equipment necessary for the installation of the WhiteWater supplied equipment.
16. Assume the risk of loss or theft of the construction materials, tools and equipment on site and is responsible to provide adequate security and fencing.
17. Any other expenses not specifically defined in WhiteWater's obligations.

CS SPEC-CS
Specification – Commissioning Services

WhiteWater agrees to:

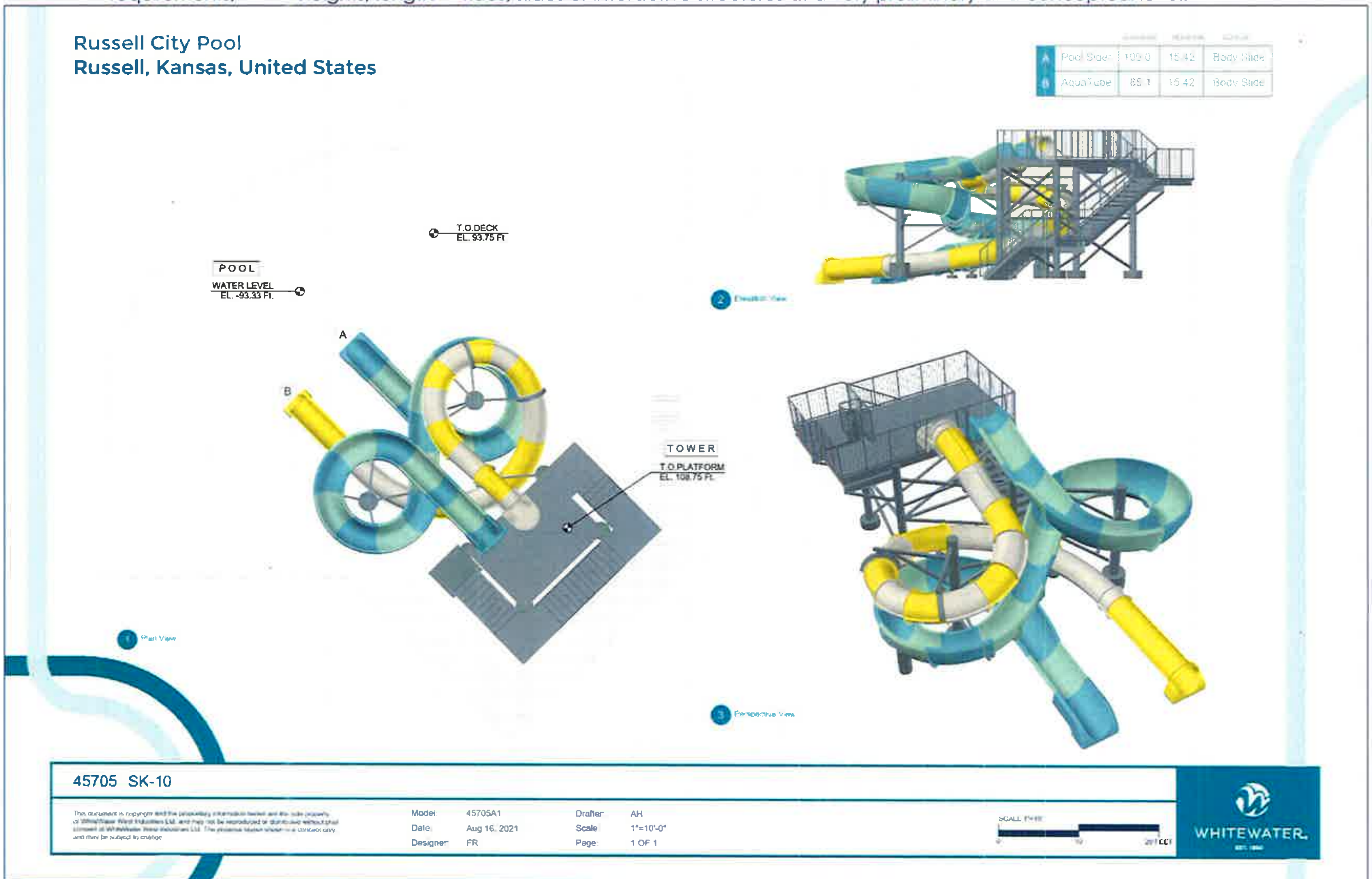
1. Test the WhiteWater supplied equipment.
2. Certify that the equipment is compliant with WhiteWater's engineering drawings and applicable standards before the equipment is deemed ready for operations.
3. Provide basic training for operation and maintenance of WhiteWater supplied equipment.

The Purchaser agrees that:

1. All mechanical systems and structures required to operate the ride will be complete
2. All electrical systems required to power and control the ride will be operable
3. At its expense, purchaser will make available in advance of testing, filtered and treated water compliant to NSPI industry standard (3 PPM chlorine levels) and following the requirements in the PHTA (Pool & Hot Tub Alliance) Certified Pool Operator manual.
4. If, as a result of delays caused by the Purchaser or others, and the Installation Advisor is unable to certify the equipment during the specified duration, then all costs for return trips are reimbursable by the Purchaser.

Appendix 4 **Indicative Preliminary Design included**

Indicative Preliminary Design is a compilation of drawings, specifications and notes intended to provide the Owner with an indication of feasibility of design to the proposed project scope, including a general arrangement of WhiteWater's products (within provided site boundary) and showing an indication of the functional requirements, tower heights, length of rides, slides or interactive structures at a very preliminary and conceptual level.



Appendix 5 **Preliminary Schedule**

PROJECT NUMBER:	PROJECT NAME:	PROJECT LOCATION:	BELOW INFO REQUIRED BY:
45705-1	**Removal and Replacement of Municipal Swimming Pool Aquatic Equipment**	**Russel, KS, USA**	**2021-09-24**

The purpose of this document is to confirm the Critical Information required to start a given project is available and in the possession of WhiteWater. Project schedules and other documents are to be confirmed separately.

Purchaser's initial __________

1.	**GENERAL REQUIREMENTS (all projects)**
Item	Requirement
a.	Clearly Defined Scope (some examples of information needed are in bullet point below) ▪ Client-approved Statement of Work (what we are contractually obligated to provide/supply) ▪ Final client approved SK drawings ▪ Defined project design code(s) ▪ Defined 3rd party review (if a review is required, who will conduct it & to what standard) ▪ Defined product interfaces (underground utilities to avoid/slide penetrating wall of building) ▪ Client specific design requirements ▪ Customization requested by client
b.	CAD site layout with the following: ▪ Defined elevations ▪ Site coordinate system ▪ Site Boundaries and limiting envelopes ▪ Utilities and easements needing to be taken into account
c.	Geotechnical Report (soils report)
d.	Climatic report (seismic/wind/climate)
e.	Approved theming design
NOTES	

2.	**PROJECTS INVOLVING POOLS**
Item	Requirement
a.	Final pool plan (when pools are a part of the project) ▪ Deck Plan ▪ Deck elevations ▪ Water levels ▪ Pool layout ▪ Pool Wall cross sections at WWI product interfaces

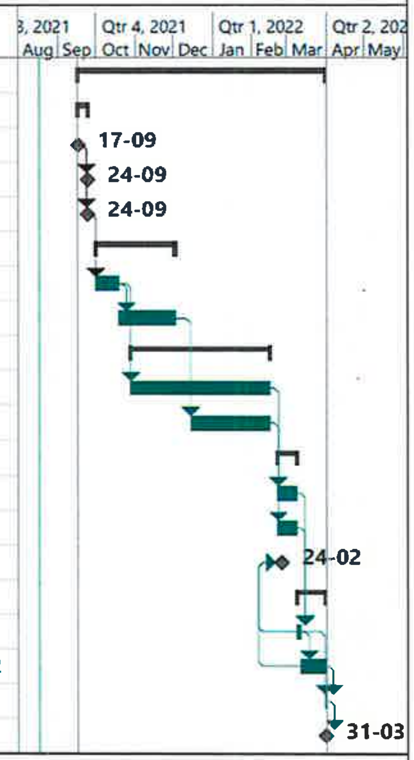
Purchaser has reviewed the Work Schedule   Purchaser's initial ________

45705 Russell City Pool - Preliminary Schedule

Valid for initial project planning. Detailed schedule to be developed by Project Manager after contract a\
Client milestones (in Blue) must be met to validate this schedule.
Schedule expires on Sep. 17, 2021

WHITEWATER. EST. 1980

ID	Task Name	Duration	Start	Finish
1	**45705 Russell City Pool - Preliminary Schedule**	**25.39 wks**	**Fri 17 Sep '21**	**Thu 31 Mar '22**
2	**Project Initiation**	**1 wk**	**Fri 17 Sep '21**	**Fri 24 Sep '21**
3	Contract Awarded	0 days	Fri 17 Sep '21	Fri 17 Sep '21
4	Client Deposit Received	0 days	Fri 24 Sep '21	Fri 24 Sep '21
5	Critical Start Up Information Received*	0 days	Fri 24 Sep '21	Fri 24 Sep '21
6	**Engineering**	**8 wks**	**Thu 30 Sep '21**	**Thu 02 Dec '21**
7	Slidepath Design	2 wks	Thu 30 Sep '21	Mon 18 Oct '21
8	Slide Complex Detailed Engineering	6 wks	Mon 18 Oct '21	Thu 02 Dec '21
9	**Manufacturing**	**14 wks**	**Thu 28 Oct '21**	**Tue 15 Feb '22**
10	Fiberglass Manufacturing	14 wks	Thu 28 Oct '21	Tue 15 Feb '22
11	Slide Support & Tower Steel Manufacturing	8 wks	Tue 14 Dec '21	Tue 15 Feb '22
12	**Shipping**	**2 wks**	**Mon 21 Feb '22**	**Tue 08 Mar '22**
13	Fiberglass Shipping	2 wks	Mon 21 Feb '22	Tue 08 Mar '22
14	Slide Support & Tower Steel Shipping	2 wks	Mon 21 Feb '22	Tue 08 Mar '22
15	Client Confirms Site Readiness (Foundations & Slabs)	0 wks	Thu 24 Feb '22	Thu 24 Feb '22
16	**Installation By Client**	**3.19 wks**	**Tue 08 Mar '22**	**Thu 31 Mar '22**
17	Demolition	3 days	Tue 08 Mar '22	Fri 11 Mar '22
18	Installation	2.4 wks	Fri 11 Mar '22	Wed 30 Mar '22
19	Commissioning by WhiteWater	1 day	Wed 30 Mar '22	Thu 31 Mar '22
20	Client Handover	0 days	Thu 31 Mar '22	Thu 31 Mar '22



*Critical Start Up Information detailed in attached checklist.   Page 1   Tue 17 Aug '21

Project Scope Includes: SK-10

Business License / Incorporation Certificate

BUSINESS LICENCE

CITY OF RICHMOND

6911 No. 3 Road, RICHMOND, B.C. V6Y 2C1

JAN/22

The holder of this licence is licenced to carry on the business or businesses stipulated in a lawful manner until Midnight on the date shown below from or within the premises stated unless otherwise cancelled, revoked, or suspended. It is unlawful to carry on business in the City of Richmond in or from premises other than those stated on this licence.

IF ANY CHANGE IN THE NATURE OF YOUR BUSINESS, TRADE, OCCUPATION, OR CALLING OR ANY CHANGE IN OWNERSHIP OR ADDRESS HAS OCCURRED, YOU ARE REQUIRED TO NOTIFY THE LICENCE INSPECTOR IMMEDIATELY.

LICENCE FOR PERIOD ENDING MIDNIGHT JANUARY 01, 2022

21 003991
Acct #: 1378422

Business Address: 6651 Fraserwood Pl Unit 180

Service Use

Business Licence Fee	**$2,248.00**
Total Fee:	**$2,248.00**

Whitewater West Industries Ltd
6651 Fraserwood Pl Unit 180
Richmond BC V6W 1J3

AD E-Bus License

CHIEF LICENCE INSPECTOR

BUSINESS LICENCE INVOICE

MAILING ADDRESS: CITY HALL, 6911 NO. 3 ROAD, RICHMOND, B.C. V6Y 2C1

Cheques payable to
CITY OF RICHMOND

The Business Licence fee shown below is due and payable upon receipt pursuant to the current Business Licence Bylaw of the City of Richmond.

21 003991
Acct #: 1378422

LICENCE FOR PERIOD ENDING MIDNIGHT JANUARY 01, 2022

INVOICE TO BE RETURNED WHEN MAKING PAYMENT

Service Use

Business Licence Fee	**$2,248.00**
Total Fee:	**$2,248.00**

Whitewater West Industries Ltd
6651 Fraserwood Pl Unit 180
Richmond BC V6W 1J3

13784220000224800

⑆200 16⑈900⑆ 96

BRITISH COLUMBIA

Number: BC1238701

CERTIFICATE
OF
AMALGAMATION

BUSINESS CORPORATIONS ACT

I Hereby Certify that 0870149 B.C. LTD., incorporation number BC1026496, and 0956763 B.C. LTD., incorporation number BC1026498, and 398314 B.C. LTD., incorporation number BC0398314, and WHITEWATER WEST INDUSTRIES LTD., incorporation number BC1063243 were amalgamated as one company under the name WHITEWATER WEST INDUSTRIES LTD. on February 1, 2020 at 12:01 AM Pacific Time.

Issued under my hand at Victoria, British Columbia
On February 1, 2020

CAROL PREST
Registrar of Companies
Province of British Columbia
Canada

ELECTRONIC CERTIFICATE

BRITISH COLUMBIA

Number: **BC1063243**

CERTIFICATE
OF
GOOD STANDING

BUSINESS CORPORATIONS ACT

I Hereby Certify *that,* according to the corporate register maintained by me, **WHITEWATER WEST INDUSTRIES LTD.** is a company that resulted from an amalgamation under the laws of the Province of British Columbia, is a valid and existing company and is, with respect to the filing of annual reports, in good standing.

Issued under my hand at Victoria, British Columbia
On May 29, 2018

CAROL PREST
Registrar of Companies
Province of British Columbia
Canada

ELECTRONIC CERTIFICATE

Insurance Provided

Commercial General Liability policy written on ISO Commercial General Liability Form CG 0001 0413 issued by Liberty Mutual Insurance Company (A rating A.M. Best Co and Standard & Poor's)

Policy aggregate limits.

- General Aggregate $2,000,000
- Products and Completed Operations Aggregate $2,000,000
- Personal and Advertising Injury $2,000,000
- Damage to Rented Premises $2,000,000
- Each Occurrence $2,000,000
- Medical Expense Limit – Each Person $10,000
- Medical Expense Limit – Each Accident $25,000
- Non-Owned Automobile Liability $2,000,000

- This policy provides coverage for loss or damage arising out of the use or operation of any automobile that is not owned or that is hired, resulting from bodily injury or property damage
- Professional services that are an integral part of other work performed by or on behalf of the Insured or are incidental to the manufacture, installation, sale, handling or distribution of the Insured's products.
- All entities where required by written contract with the Named Insured and to whom a certificate of insurance has been issued to are added as Additional Insured but only with respect to liability arising out of the operations of the Named Insured.
- Commercial general Liability is Primary and Non-Contributory and includes Contractual Liability and a Waiver of Subrogation where required by written contract.

Workers' compensation and Employers' Liability policy issued by Liberty Mutual Insurance Group

- Workers' Compensation .... Statutory limit
- Employers' Liability – Bodily Injury by Accident, Each Accident $1,000,000
- Employers' Liability – Bodily Injury by Disease, Each Employee $1,000,000
- Employers' Liability – Bodily Injury by Disease, Policy Limit $1,000,000
- US Longshoreman and Harbor Workers' Compensation Act $1,000,000
- Stop gap employers' liability in monopolistic states (ND, OH, WA and WY)
- Waiver of Subrogation where required by written contract with the Insured

Umbrella Additional aggregate limits to Commercial General Liability and Employer's Liability policies

- Aggregate $8,000,000
- Each Occurrence $8,000,000

Should one of the above-noted policies be cancelled before their expiry date, the insurer will endeavor to provide 30 days written notice to the certificate holder.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/30/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		
BFL CANADA Insurance Services Inc. Suite 200 - 1177 West Hastings Street Vancouver, BC V6E 2K3	CONTACT NAME: George Lagaditis	
	PHONE (A/C, No, Ext): 604-678-5447	FAX (A/C, No): 604-683-9316
	E-MAIL ADDRESS: glagaditis@bflcanada.ca	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Whitewater West Industries Inc. a/o FlowRider Inc. a/o Whitewater West Industries Ltd. 180-6651 Fraserwood Place Richmond, BC V6W 1J3	INSURER A : Liberty Mutual Insurance Company	
	INSURER B : Arch Insurance Canada Ltd.	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			TB1-B71-170574-010 / 1000122366-14	11/30/2020	11/30/2021	EACH OCCURRENCE	$ 2,000,000 USD
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$ 2,000,000 USD
							PRODUCTS - COMP/OP AGG	$ 2,000,000 USD
							Non-Owned Automobile Liability	$ 2,000,000 USD
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			1000047349-14	11/30/2020	11/30/2021	EACH OCCURRENCE	$ 5,000,000 USD
							AGGREGATE - GENERAL	$ 5,000,000 USD
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	Excess Liability (Occurence Based Policy)			UFP 0060828-03	11/30/2020	11/30/2021	$3,000,000 USD Each Occurrence and in the Aggregate in Excess of the underlying Umbrella Liability Limits	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
To Whom It May Concern	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE BFL CANADA Insurance Services Inc. Per: G. Lagaditis

ACORD 25 (2014/01)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
All entities where required by contract with the Insured and to whom a certificate of insurance has been issued.	**As required by written contract or written agreement**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
All entities where required by contract with the Insured and to whom a certificate of insurance has been issued.	**As required by written contract or written agreement**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF INSURED CONTRACT DEFINITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The definition of "insured contract" in the **Definitions** section is replaced by the following:

"Insured contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

b. A sidetrack agreement;

c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. However, such part of a contract or agreement shall only be considered an "insured contract" to the extent your assumption of the tort liability is permitted by law. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;

(2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(2)** above and supervisory, inspection, architectural or engineering activities.

Liberty Mutual. INSURANCE

Endorsement No. 36

WAIVER OF TRANSFER OF THE RIGHTS OF RECOVERY

Effective Date:	11/30/2020
Policy Number:	1000122366-14
Issued to:	Whitewater West Industries Ltd., Whitewater Composites Ltd., 398314 BC Ltd., Whitewater International LLC, FlowRider Surf Ltd., Chutter Recreations Ltd., Vantage Smart Parks Ltd., Chutter Attraction (Shanghai) Co. Ltd.
Issued by:	Liberty Mutual Insurance Company
Broker:	BFL Canada Insurance Services Inc. – Vancouver

1. Notwithstanding Condition 15. **Subrogation of SECTION VIII – CONDITIONS**, the Insurer waives any right of recovery that it may have against any indemnitee of the "Insured" under the terms of an "insured contract" for payments the Insurer makes for injury or damage arising out of the "Insured's" operations or the "Insured's work".

2. This Endorsement only applies to a person or organization with whom/which the "Insured" has executed an "insured contract" prior to the happening of an "occurrence".

Premium: Not Applicable

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Authorized Representative of
Liberty Mutual Insurance Company

December 10, 2020
Date

Update: 01.12

1 | 1

Commercial General Liability Policy

Liberty Mutual Insurance Company

Endorsement No. 23
NON-OWNED AUTOMOBILE

Effective Date:	11/30/2020
Policy Number:	1000122366-14
Issued to:	Whitewater West Industries Ltd., Whitewater Composites Ltd., 398314 BC Ltd., Whitewater International LLC, FlowRider Surf Ltd., Chutter Recreations Ltd., Vantage Smart Parks Ltd., Chutter Attraction (Shanghai) Co. Ltd.
Issued by:	Liberty Mutual Insurance Company
Broker:	BFL Canada Insurance Services Inc. – Vancouver

This policy provides coverage for loss or damage arising out of the use or operation of any "automobile" not owned in whole or in part by or licensed in the name of the "Insured", and resulting from "bodily injury" or "property damage" provided always that the Insurer will not be liable:

(a) for any liability which arises out of the use or operation of any "automobile" while personally driven by the "Insured" if the "Insured" is an individual, or

(b) *for liability imposed upon or assumed by the "Insured" under any Worker's Compensation Statute or for assessment by any Worker's Compensation Board, except, claims arising out of the liability imposed upon the "Insured" at common law as extended by statute for injuries to employees of the "Insured". This exclusion shall not apply to claims arising out of any liability assumed by the "Insured" under contract;

*not applicable in the province of Ontario.

(c) for loss or damage to property carried in or upon an "automobile" personally driven by any "Insured" or to any property owned or rented by, or in the care, custody or control of any such person; or

(d) for any amount in excess of the Limit of Liability stated in the Declarations and expenditures provided for in the Additional Agreements of this endorsement; subject always to the provisions of the section of the Insurance Act (Automobile Insurance part) relating to the Nuclear Energy Hazard.

ADDITIONAL AGREEMENTS OF THE INSURER
It is agreed that the Insurer will:

(i.) be liable up to minimum limit(s) prescribed for that jurisdiction in which the accident occurred if that limit(s) is higher than the limit stated in the Declarations; and

(ii.) not set up any defense to a claim that might not be set up if the policy were a motor vehicle liability policy issued in any jurisdiction in which the accident occurred.

REIMBURSEMENT OF THE INSURER
The "Insured" will reimburse the Insurer, upon demand, in the amount which the Insurer has paid by reason of the provision of any statute relating to automobile insurance and which the Insurer would not otherwise be liable to pay under this Policy.

Liberty Mutual. INSURANCE

GENERAL PROVISIONS AND DEFINITIONS

1. **ADDITIONAL INSUREDS**
The Insurer agrees to indemnify in the same manner and to the same extent as if named herein as the "Insured", every partner, director, officer or employee who, with the consent of the "Insured", personally drives

(a) in the business of the "Insured" any "automobile" not owned in whole or in part by or licensed in the name of the "Insured", such additional person or any person in the household(s) of which the Insured or such additional insured person is a member; or
(b) any "automobile" hired or leased in the name of the "Insured" or such additional insured for use in the business of the "Insured" and for incidental personal use except an "automobile" owned, in whole or, in part by or licensed in the name of such additional insured person.

2. **HIRED AUTOMOBILES**
The term "hired automobiles" as used in this endorsement, means "automobiles" hired or leased from others with or without drivers for periods not exceeding 30 days, used under the control of the "Insured" in the business of the "Insured" and for incidental personal use but shall not include any "automobile" owned in whole or in part by or licensed in the name of the "Insured" or any partner, director, officer, employee or shareholder of the "Insured".

3. **TWO OR MORE AUTOMOBILES**
When two or more "automobiles" are insured hereunder, coverage under this policy will apply separately to each "automobile", but a motor vehicle and trailer or trailers attached thereto will be deemed to be one "automobile" as respects the Limits of Liability.

STATUTORY CONDITIONS

The Statutory Conditions of the Non Owned Automobile Policy as set out in the Insurance Act of the Province in which this Policy is issued will be deemed to form part of this Policy except the Termination Condition of this Policy will apply in place of the termination conditions therein.

Premium: Not Applicable

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Pendunye Sharme

Authorized Representative of
Liberty Mutual Insurance Company

December 10, 2020

Date

Update: 01.12

2 | 2

Commercial General Liability Policy

Liberty Mutual Insurance Company

Liberty Mutual.
INSURANCE

Endorsement No. 25

POLLUTION EXCLUSION
LIMITED SUDDEN AND ACCIDENTAL COVERAGE WITH TIME ELEMENT

Effective Date:	11/30/2020
Policy Number:	1000122366-14
Issued to:	Whitewater West Industries Ltd., Whitewater Composites Ltd., 398314 BC Ltd., Whitewater International LLC, FlowRider Surf Ltd., Chutter Recreations Ltd., Vantage Smart Parks Ltd., Chutter Attraction (Shanghai) Co. Ltd.
Issued by:	Liberty Mutual Insurance Company
Broker:	BFL Canada Insurance Services Inc. – Vancouver

1. Exclusion 16. **Pollution Liability** of **SECTION VI – EXCLUSIONS** is deleted in its entirety.

2. This insurance does not apply to:

   (a) any liability based on, attributable to, arising out of or in any way related, either directly or indirectly, to the actual, alleged, potential or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release, or escape of "pollutants":

   (i) at or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any "Insured";

   (ii) at or from any premises, site or location which is or was at any time used by or for any "Insured" or others for the handling, storage, disposal, processing or treatment of "waste";

   (iii) which are or were at any time transported, handled, stored, treated, disposed of or processed as "waste" by or for any "Insured" or any person or organization for whom any "Insured" may be legally responsible; or

   (iv) at or from any premises, site or location on which any "Insured", contractors or subcontractors working directly or indirectly on any "Insured's" behalf are performing operations:

   a. if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such "Insured", contractor or subcontractor; or

   b. if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify, decontaminate, stabilize, remediate or neutralize or in any way respond to or assess the effect of "pollutants"; and

   (b) any loss, cost or expense arising out of any request, demand or order that any "Insured" or others test for, monitor, clean up, remove, contain, treat, detoxify, decontaminate, stabilize, remediate or neutralize or in any way respond to or assess the effect of "pollutants", unless such loss, cost or expense is consequent upon "bodily injury" or "property damage" otherwise covered by this Policy and not excluded by paragraph 2.(a) of this Endorsement.

3. Sub-paragraphs 2.(a)(i) and 2.(a)(iv)a. above do not apply to "bodily injury" or "property damage" caused by:

Liberty Mutual.
INSURANCE

(a) heat, smoke or fumes from a fire which becomes uncontrollable or breaks out from where it was intended to be; or

(b) an unexpected or unintentional spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants", provided that such discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants":

(i) results in the injurious presence of "pollutants" in or upon land, the atmosphere, drainage or sewage system, watercourse or body of water;
(ii) is detected within 120 hours after the commencement of the spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape;
(iii) is reported to the Insurer within 120 hours of being detected; and
(iv) does not occur in a quantity or with a quality that is routine or usual to the business of the "Insured".

4. As used in this Endorsement:

(a) "pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, odour, vapour, soot, fumes, acids, alkalis, chemicals and "waste"; and

(b) "waste" includes materials to be recycled, reconditioned or reclaimed.

5. (a) The Limit of Liability stated in Item 4(a) of the Declarations is the most the Insurer will pay for damages covered by this Endorsement arising out of any one "occurrence";

(b) The Policy Period Aggregate Limit stated below is the most the Insurer will pay for damages covered by this Endorsement during the "policy period"; and

(c) The Deductible stated below applies to all damages and "loss adjustment expense" covered by this Endorsement arising out of any one "occurrence".

Policy Period Aggregate Limit:	$2,000,000
Deductible:	$5,000

Premium: Not Applicable

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Pardeep Sharma

Authorized Representative of
Liberty Mutual Insurance Company

December 10, 2020

Date

Update: 01.12

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/30/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER		
Liberty Mutual Insurance 175 Berkeley Street Boston, MA 02116	CONTACT NAME: Amy Mehta	
	PHONE (A/C, No, Ext): 416-307-4664	FAX (A/C, No):
	E-MAIL ADDRESS: amy.mehta@libertyiu.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Employers Insurance Company of Wausau	
INSURED	INSURER B:	
Whitewater West Industries Inc. a/o Whitewater West Industries Ltd.; a/o FlowRider Inc. 180-6651 Fraserwood Place Richmond, BC V6W 1J3	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY; CLAIMS-MADE / OCCUR						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC						GENERAL AGGREGATE	$
	OTHER						PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N; ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N; If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WCC-B71-170574-021	07/30/2021	11/30/2021	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Workers Compensation includes coverage for all states of the USA, excluding Monopolistic states.

Employers Liability includes coverage for all states of the USA (Stop Gap Employers Liability for Monopolistic states).

CERTIFICATE HOLDER	CANCELLATION
To Whom It May Concern	**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.**
	AUTHORIZED REPRESENTATIVE For US Workers' Compensation Only

ACORD 25 (2014/01)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Not applicable in NJ.

The waiver does not apply to any right to recover payments which the Minnesota Workers Compensation Reinsurance Association may have or pursue under M.S. 79.36.

Schedule

Where required by contract or written agreement prior to loss and allowed by law.

In the states of AR, AZ, CO, IN, NY and RI, the premium charge is 2% of the total manual premium, subject to a minimum premium of $250 per policy.

In the states of CT and FL, the premium charge is 1% of the total manual premium, subject to a minimum premium of $250 per policy.

In the states of MN and NV, the premium charge is 2% of the total manual premium, subject to a minimum premium of $100 per policy.

In the state of WI, the premium charge is 2% of the total manual premium, subject to a minimum premium of $50 per policy.

Issued by Employers Insurance Company of Wausau 15555

For attachment to Policy No. WCC-B71-170574-029 Effective Date Premium $

Issued to Whitewater West Industries Inc.

WC 00 03 13
Ed. 04/01/1984

Page 1 of 1

Liberty Mutual.
INSURANCE

SCHEDULE OF UNDERLYING INSURANCE ENDORSEMENT

- **Coverage: Commercial General Liability**

Insurer:	Liberty Mutual Insurance Company
Policy Number:	1000122366-14
Policy Period:	11/30/2020 to 11/30/2021
Limits:	
Each Occurrence:	USD $2,000,000
General Aggregate - Other than Products/Completed Ops:	USD $5,000,000
Products/Completed Operations Aggregate:	USD $2,000,000
Personal Injury & Advertising Injury:	USD $2,000,000
Employee Benefits:	USD $2,000,000
Tenants Legal Liability:	USD $2,000,000
Non-Owned Automobile Liability:	USD $2,000,000

- **Coverage: Automobile Liability**

Insurer:	Insurance Corporation of British Columbia
Policy Number:	AD9861
Policy Period:	5/16/2020 to 5/16/2021
Limits:	
Third Party Liability:	CAD $3,000,000

- **Coverage: Automobile Liability**

Insurer:	Insurance Corporation of British Columbia
Policy Number:	02789V
Policy Period:	11/8/2020 to 11/8/2021
Limits:	
Third Party Liability:	CAD $2,000,000

- **Coverage: Automobile Liability**

Insurer:	Insurance Corporation of British Columbia
Policy Number:	06816X
Policy Period:	11/15/2020 to 11/15/2021
Limits:	
Third Party Liability:	CAD $5,000,000

- **Coverage: Automobile Liability**

Insurer:	Insurance Corporation of British Columbia

Policy Number:	19006X
Policy Period:	11/20/2020 to 11/20/2021
Limits:	
Third Party Liability:	CAD $5,000,000

- **Coverage: Foreign Employer's Liability (United States of America)**

Insurer:	Employers Insurance Company of Wausau
Policy Number:	WCC-B71-170574-020
Policy Period:	7/31/2020 to 7/31/2021
Limits:	
Each Accident:	USD $1,000,000
Aggregate - Disease:	USD $1,000,000
Each Employee - Disease:	USD $1,000,000
Description:	US-EL Liberty Mutual Insurance.

- **Coverage: Foreign Employer's Liability**

Insurer:	Chubb Insurance Company of Canada
Policy Number:	ADV6453023
Policy Period:	11/30/2020 to 11/30/2021
Limits:	

Bodily Injury by Accident:

CAD $1,000,000 Each Accident

Bodily Injury by Disease:

CAD $1,000,000 Each Employee

Bodily Injury by Disease:

CAD $1,000,000 Policy Limit

2 2

CA ALL 688 04 13

Liberty Mutual Insurance Company

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/30/2020

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PRODUCER BFL CANADA Insurance Services Inc. Suite 200 - 1177 West Hastings Street Vancouver, BC V6E 2K3	CONTACT NAME: George Lagaditis PHONE (A/C, No, Ext): 604-678-5447 FAX (A/C, No): 604-683-9316 E-MAIL ADDRESS: glagaditis@bflcanada.ca
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Liberty Mutual Insurance Company
INSURED Whitewater West Industries Ltd. 180-6651 Fraserwood Place Richmond, BC V6W 1J3	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC OTHER:						EACH OCCURRENCE $ DAMAGE TO RENTED PREMISES (Ea occurrence) $ MED EXP (Any one person) $ PERSONAL & ADV INJURY $ GENERAL AGGREGATE $ PRODUCTS - COMP/OP AGG $ $
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS / SCHEDULED AUTOS HIRED AUTOS / NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) $ BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $ $
	UMBRELLA LIAB / OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $						EACH OCCURRENCE $ AGGREGATE - GENERAL $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE / OTH-ER E.L. EACH ACCIDENT $ E.L. DISEASE - EA EMPLOYEE $ E.L. DISEASE - POLICY LIMIT $
A	Professional Liability (Claims Made)			PLTOAAW95R008	11/30/2020	11/30/2021	Each Loss $2,000,000 USD Aggregate per Policy Period $2,000,000 USD

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
To Whom It May Concern	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: BFL CANADA Insurance Services Inc. Per: G. Lagaditis

ACORD 25 (2014/01) The ACORD name and logo are registered marks of ACORD

Past Projects Performance

Project Name	Country	City	Year Project Completed
Camrose Aquatic Centre	Canada	Camrose	2021
Johnstown CO Recreation Center	United States	Johnstown	2021
New Hope Pool	United States	New Hope	2021
La Mirada 2019 Expansion	United States	La Mirada	2021
Elk Grove Aquatic Complex	United States	Elk Grove	2020
PA Inn	Canada	Prince Albert	2020
Spring Lake Park	United States	North Mankato	2020
Westlake Amenity	United States	Westlake	2020
Tropicanoe Cove Expansion 18	United States	LaFayette	2020
Butler Park Pool	United States	North Port	2020
Carlsbad Aquatic Center Addition	United States	Carlsbad	2019
EPIC Waterpark	United States	Grand Prairie	2019
Sharpstown Pool	United States	Houston	2019
Walter Graham Aquatic Center Slide Replacement	United States	Vacaville	2019
Hartsville Aquatic Center	United States	Hartsville	2019
Silliman Aquatic Center	United States	Silliman	2019
Tinley Park Structure Replacement	United States	Tinley Park	2019
Aldergrove Community Centre	Canada	Aldergrove	2019
Pirates Bay Expansion 17	United States	Baytown	2018
Pirates Bay Expansion 17	United States	Baytown	2018
Greenfield Aquatic Center	United States	Greenfield	2018
Wheeler City Pool	United States	Wheeler	2018
Emerald Glen Aquatic Center	United States	Dublin	2018
Emerald Glen Aquatic Center	United States	Dublin	2018
Edina Aquatic Refurb	United States	Edina	2018
Central Aquatic Center	United States	Hurst	2018
UT Permian Basin Park	United States	Odessa	2018
Larkey Swim Center	United States	Walnut Creek	2018
Lasker Park Pool	United States	Galveston	2018
Mike Sedar Pool Reconstruction	United States	Casper	2017
Chisholm Aquatic Center	United States	Hurst	2017
Star City Shores	United States	Lincoln	2017
Mobridge Aquatics Center-17784	United States	Mobridge	2017
NRH2O Expansion 16	United States	North Richland Hills	2017
Rockn River Family Aquatic Center 16 Expansion	United States	Round Rock	2017
Townsville City Council-2	Australia	Townsville	2017
Castaway Cove Waterpark-17681	United States	Wichita Falls	2016
Fun-Plex	United States	Omaha	2016
Hillside Pool	United States	Bismarck	2016
Burkburnett Family Aquatic Center	United States	Burkburnett	2016
Cape Splash Waterpark 12 Expansion-18270	United States	Cape Girardeau	2016
Frisco Athletic Center	United States	Frisco	2016

Makinson Aquatic Center AquaPlay Addition	United States	Kissimmee	2016
Pioneer Park Pool	United States	Commerce City	2016
Raging Rivers Municipal Water Park 11 Expansion-17067	United States	Mandan	2016
Doug Russel Pool	United States	Midland	2016
Wausau Aquatic Center	United States	Wausau	2016

References from Previous City Projects

Description	Reference #1	Reference #2	Reference #3
Project Name	Neptune Island Waterpark	Aldergrove Community Centre	Matsuqi (Otter Co-Op)
Company Name	City of Hartsviille	Tri-County Property Management	City of Abbotsford
Contact Person's Name	Eric Tucker	Dan Soos	Paula Struthers
Email	eric.tucker@hartsvillesc.gov	dsoos@tcpm.ca	purchasing@abbotsford.ca
Phone	1-843-339-2878 x 1302	604-282-1363	604-853-2281

Appendix 7 **WhiteWater Difference**

Our Rides are SilkTek™

Our waterslides are made of high-quality, durable SilkTek™ fiberglass, that keeps its shine and maintains a smooth and comfortable ride surface for guests. Finely-tuned engineering and manufacturing allows us to create fibreglass at the optimal thickness for maximum safety while maintaining a slim appearance.

We provide both open and closed moulded waterslide manufacturing with smooth interior surfaces. Precision manufacturing ensures joints are properly aligned upon installation so all of your guests will have the best waterslide experience possible.

WhiteWater's SilkTek™ fiberglass uses a Resin Transfer Moulded process to engineer the ultimate opaque or translucent fiberglass that is incredibly smooth on both sides and requires very little maintenance.

Our Fiberglass Quality & Innovation

WhiteWater carefully manages the manufacturing of our fiberglass using a combinantion of closed moulded (RTM — Resin Transfer Moulded), and open moulded parts, depending on the finish required on critical surface, complexity
of the shape, and part function. WhiteWater's flume parts are primarily RTM, where precision and repeatability is key. RTM is also critical in translucent parts.

Open moulded is more advantageous for more complex shapes that are less reliant on constant thickness. The side exposed to the rider is identical to an RTM part, though the rear size will have a sprayed glass fiber texture.

Resorts, luxury venues, and world-class parks tend to choose our SilkTek finish because it provides a high-end finish and an aesthetic that is pleasing to that clientele. It is also easier to keep clean.

As with any product, its quality is due to the quality of its raw materials. In the case of our fiberglass finishes, we use only the highest quality materials available for our type of application:

- Pigment density provides vibrant colours
- Viscosity of gel coat ensures "shine," and smoothness
- Percentage of Iso NPG makes less poros to reduce wear
- Resin quality provides.durability
- Fiber sourcing provides strength while maintaining a lighter weight

Some think that thicker is better. What matters is strength and that is based on the quality of the fiber and the resin. For instance, carbon fiber can be very thin and yet very strong.

Example Projects of RTM

In this tender, RTM will be used on both Aquatube and Pool Sider Slides.

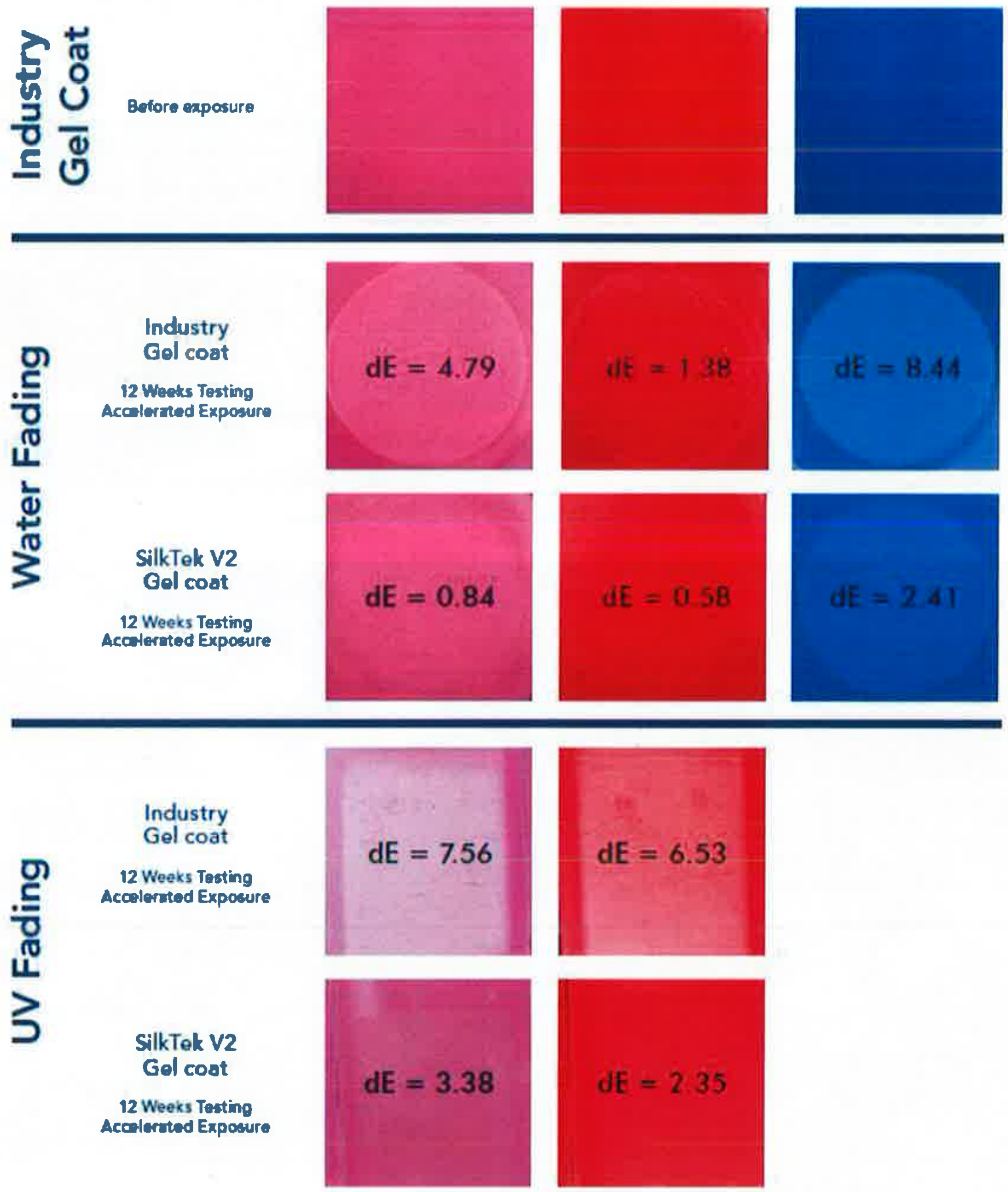
Here are some examples of **RTM** on Aquatube & Pool Sider:

Gel Weathering Properties

At WhiteWater, we have analyzed a range of gel coats to ensure that our already market-leading fibreglass quality remains ahead of the pack.

Our customers enjoy slides that hold their colour better and remain smoother longer because of the work we do at our in-house research centre, based out of our manufacturing plant in Kelowna, BC. With WhiteWater slides all over the world, weather is an important consideration, which is why we evaluated the different gel coats over a 12-week accelerated exposure testing period; to assess colour fading due to water, UV deterioration, and blistering due to heat exposure.

Here are some results to demonstrate that the new product we use has far superior fading performance; outperforming the market-standard product by almost 4 times the colour longevity in our test period.



Delta-E (dE) is a single number that represents the 'distance' between two colors.

Quality that Lasts

Our products are designed to last even in the most challenging environments facing harsh elements like wind, UV, humidity, and chemicals. Our SilkTek fiberglass technology, made with a resin transfer moulding (RTM) process, ensures a smoother surface for a slicker sliding experience. Plus with SilkTek your slides stay shiny and the colours remain brighter longer for maximum visual impact and appeal.

Our quality doesn't end there, but extends to our steel manufacturing, theming, mechanical systems and more. Our product quality out-performs every time, making your investment worthwhile and long lasting.

We stand by our products and our customers which is why we offer maintenance services too. Our Maintenance and Support department helps protect our customers' investments and achieve the maximum lifespan of your attractions for the best ROI.

Installation Service

Pre-Installation Planning

Following the award of contract, and at a designated time prior to the commencement of the installation, WhiteWater's Project Manager and Installation Advisor will request a meeting with the Purchaser's construction team to conduct an installation planning meeting. During this meeting the sequence of the installation will be discussed, to ensure all pre-start checks have been identified & agreed upon including, but not limited to, ride foundations & work area handovers accompanied by all necessary documents (e.g. column foundation as-builts, bolt location surveys, Method statements, HSE plans etc.).

Crucial checkpoints that are also tabled during this meeting should express site conditions and overall park layouts which will dictate to some degree the order in which the various rides and attractions are to be erected. A consensus will be reached, and a detailed installation sequence will be developed showing: staging plans forecasting required site access/egress routes, cranes / equipment logistics, locating laydown areas/assembly areas/exclusion zones, while also outlining safety policies and expected hours of work. WhiteWater welcomes the input from all team members in the establishment of an efficient, safe and practical approach to the install.

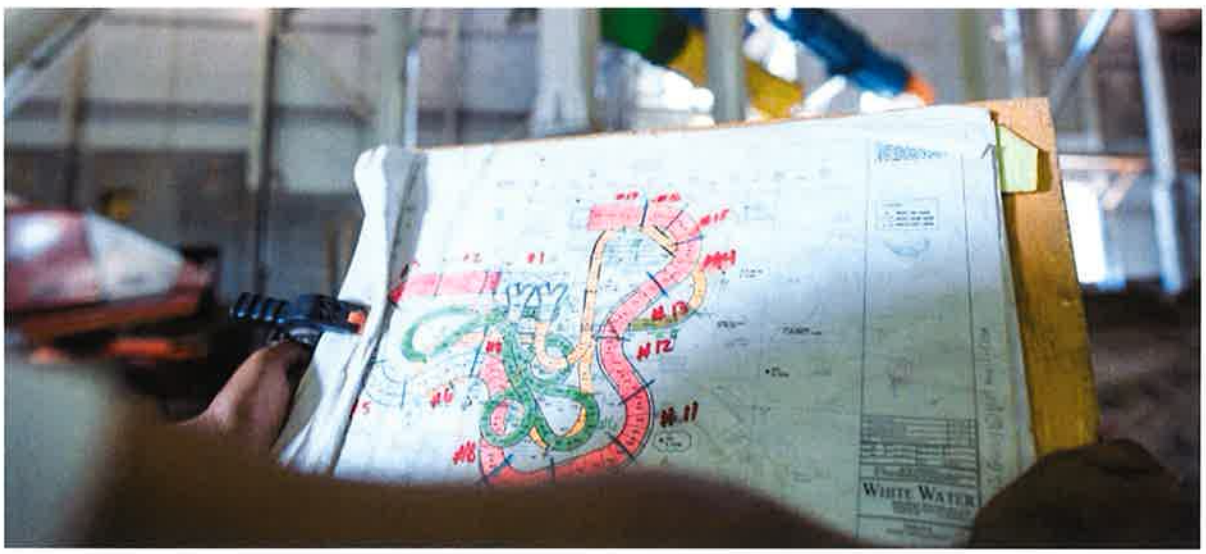
Installation Crews/Teams

Once the sequence of the work is established, the number and size of the installation teams can be determined. Up to eight installation teams may be established to carry out the various scopes of work – this will facilitate (in some instances) the overlapping of tasks to minimize waste and to maximize efficiency in the execution of the install. Working closely with the greater construction team, WhiteWater will provide a senior Installation Advisor to manage the client provided installation crew(s). The Installation Advisor reports directly to the WhiteWater senior Project Manager and provides them with daily comprehensive field reports.

Whitewater Installation Advisor's Responsibilities

Once the preinstallation planning phase has been established, it is the assigned project manager's duty to assign the most suitable advisor with adequate technical experience to complete the job. Some of the advisor's responsibilities should include but not be limited to the following:

- Coordinating with the safety officer to ensure a safe, secure, and healthy work environment by following and enforcing standards and procedures; complying with legal regulations.
- Ensure project proceeds in a timely manner given adequate resources /Full Time Attendance during all works in progress.
- Is concerned with the day-to-day planning, organization and control of the construction site, including the coordination for availability of resources.
- To deal with the site workers, material and plant movements and are expected to maintain the construction program.
- Coordinating the transportation of materials to and from the work site
- Report to Project Manager



Mobilization

Mobilization of the installation team will commence as per the project schedule developed by the WhiteWater Project Manager. Upon arriving at the project site, a senior WhiteWater Installation Advisor will commence taking inventory
of all arrived shipping containers. Upon completion of the inventory, erection of the steel support structures will commence. Part way into the erection of the steel, pre-assembly of the fiberglass parts will commence. This work
will require the construction of temporary saddles to support the fiberglass sections while the fiberglass parts are assembled together on the ground into manageable sections. These sections will then be picked up and installed
into place onto the steel supports. Ideally the order in which the slide sections are installed is from the ground up, starting first with the run-out lanes/ pool entries, then working upstream towards the tower platform. Due to this
preferred and efficient construction sequence, the concrete slide support and tower column foundations, as well as the slide runout lane and AquaPlay™ concrete pads, are required to be complete (by others) before installation commences.

Installation Completion

Upon completion, a meeting and walkthrough of the installation will be led by the senior WhiteWater Installation Advisor and attended by the Purchaser and third-party inspectors (as required).

Warranty

For a period of twelve (12) months from the date of Commissioning, WhiteWater shall repair or replace at its sole option, parts, or portion of the equipment subject to any defect in material, workmanship, or design outcome; provided the Equipment has been paid in full, installed according to and in full compliance with engineering drawings and used in accordance with the Operation and Maintenance Manuals. The operator is required to report in writing any alleged defect within ten (10) days of its appearance, or the correction might be at the sole cost of the operator or the operator might become responsible for the additional cost of repair resulting for letting the issue unreported and unresolved for a longer period. Act of God, damages from extreme weather, intentional physical damages and damages from impacts are not covered and all other warranties expressed or implied are rejected unless noted herein. In no case shall WhiteWater be liable for any consequential damages.

Express Limited Warranties. Correction Period covers peeling, cracking, blistering, and or delamination, under conditions of normal use, which are the result of improper surface preparation or manufacturing by WhiteWater. The following warranties are offered in regard of fiberglass reinforced panels.

- Replacement or repair for parts installed according to engineering drawings that have structurally failed within three (3) years of installation, unless such failure is at a result of installation crews constraining straight sections (when not installed by WhiteWater) or when site preparation and/or foundations did not comply with WhiteWater's engineering drawings).
- Resurfacing or repair for parts that are subject to any severe latent defect in clearcoat and/or gelcoat within three (3) years of installation, unless the operator cannot provide reasonable records showing that operation and maintenance have been performed in compliance with the Operations and Maintenance Manual.

These warranties are subject to guidance, limitations and requirements outlined in the relevant sections of the Operations & Maintenance Manual.

WHITEWATER®

EST. 1980

Head Office (Vancouver)
+1.604.273.1068
whitewater@whitewaterwest.com

www.whitewaterwest.com

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whitewater@whitewaterwest.cn

www.whitewaterwest.cn

Middle East Office (Dubai)
+971 (0) 4 422 9318

Europe Office (Munich)
+49 89 904 2282 30

CITY OF Russell

CITY COUNCIL AGENDA FORM

Meeting Date:	September 21, 2021
Agenda Item Title:	Resolution Certifying Legal Authority to Apply for 2022 CDBG Grant - W. Wichita Mill & Overlay
Department:	City Clerk
Presenter:	Katrina Woelk

Background: Resolution 18-21 is part of the CDBG Grant application process for the Wichita Avenue project. It certifies the City of Russell has the legal authority to apply for the CDBG grant by being a legal government authority.

Funding Source: Special Highway, Capital Improvement, Dane G. Hansen and CDBG Funds

City Attorney Review/Comment:

Options:

1. Approve Resolution 18-21 Certifying Legal Authority to apply for a Community Development Block Grant, and authorize the Mayor to sign the supporting documents

2. Take no action

Staff Recommendations: Approve Resolution 18-21 Certifying Legal Authority to apply for a Community Development Block Grant, and authorize the Mayor to sign the supporting documents

Attachments:
Resolution 18-21 Certifying Legal Authority to Apply for CDBG Funds
Funds Certification Letter

THE CITY/COUNTY OF RUSSELL, KANSAS

RESOLUTION NO. 18-21

RESOLUTION CERTIFYING LEGAL AUTHORITY
TO APPLY FOR THE 2022 KANSAS
SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
FROM THE KANSAS DEPARTMENT OF COMMERCE
AND AUTHORIZING THE MAYOR/COMMISSIONER
TO SIGN AND SUBMIT SUCH AN APPLICATION

WHEREAS, The City/County of Russell, Kansas, is a legal governmental entity as provided by the laws of the STATE OF KANSAS, and

WHEREAS, The City/County of Russell, Kansas, intends to submit an application for assistance from the COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

THE APPLICANT hereby certifies that the City/County of Russell, Kansas, is a legal governmental entity under the status of the laws of the STATE OF KANSAS and thereby has the authority to apply for assistance from the KANSAS SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

THE APPLICANT hereby authorizes the MAYOR/COMMISSIONER of Russell, Kansas, to act as the applicant's official representative in signing and submitting an application for the assistance to the COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

THE APPLICANT hereby dedicates $360,300 in cash funds toward this project and $0 in force account labor for same.

APPROVED BY THE GOVERNING BODY OF THE CITY/COUNTY OF RUSSELL, KANSAS, this 21st day of September, 2021.

APPROVED ______________________
MAYOR/COMMISSIONER

ATTEST ______________________

(SEAL)

THE CITY/COUNTY OF RUSSELL, KANSAS

September 21, 2021

Kansas Department of Commerce
CDBG Program Administrator
1000 S.W. Jackson Street, Suite 100
Topeka, KS 66612-1354

To Whom It May Concern,

The purpose of this letter is to certify the City of Russell has funds available and on deposit in the Southwind Bank, Russell, Kansas in the amount of $324,270.

The above amount will be used as cash leverage, which has been committed for the Community Development Block Grant application for street system improvements. These funds have no other encumbrances and are hereby pledged and encumbered as leverage in this application.

Sincerely,

____

Jim A. Cross, Mayor
City of Russell

CITY OF Russell

CITY COUNCIL AGENDA FORM

Meeting Date: September 21, 2021

Agenda Item Title: Resolution Assuring Funds Provided for Operation and Maintenance - W. Wichita

Department: City Clerk

Presenter: Katrina Woelk

Background: Resolution 19-21 is part of the CDBG Grant application process. It assures the Kansas Department of Commerce that funds will continually be provided for the repairs and maintenance of West Wichita Avenue. These funds are annually included in the General, Special Highway and Capital Improvement funds.

Funding Source: Special Highway, Capital Improvement, Dane G. Hansen Funds and CDBG Funds.

City Attorney Review/Comment:

Options:

1. Approve Resolution 19-21 Assuring Operation and maintenance funding for CDBG Grant Funded Improvements, and authorize the Mayor to sign the supporting documents

2. Take no action

Staff Recommendations: Approve Resolution 19-21 Assuring Operation and maintenance funding for CDBG Grant Funded Improvements, and authorize the Mayor to sign the supporting documents

Attachments:
Resolution 19-21
Residential Anti-Displacement & Relocation Assistance
Statement of Assurances and Certifications

CITY/COUNTY OF RUSSELL, KANSAS

RESOLUTION NO. 19-21

A RESOLUTION ASSURING THE KANSAS DEPARTMENT OF COMMERCE THAT FUNDS WILL BE CONTINUALLY PROVIDED FOR THE OPERATION AND MAINTENANCE OF IMPROVEMENTS TO THE STREET SYSTEM TO BE FINANCED WITH COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS

WHEREAS, The City/County of Russell is applying for Small Cities Community Development Block Grant funds under the Community Facility Category, as administered by the Kansas Department of Commerce; and,

WHEREAS, The City/County of Russell wishes to utilize this funding for the purpose of constructing improvements to the city's/county's street system, as described in the Community Development Block Grant application submitted to the Kansas Department of Commerce; and,

WHEREAS, The City/County of Russell has determined that the annual operation and maintenance costs of the street improvements are anticipated to be approximately $4,589,741; and,

WHEREAS, The annual Gen/Special budget has been determined to be adequate to fund the operation and maintenance of the street improvements,

NOW, THEREFORE, BE IT RESOLVED THAT: The Governing Body of the City/County of Russell, Kansas, hereby assures the Kansas Department of Commerce that sufficient funds will be provided for the continued operation and maintenance of the above described improvement; that these operation and maintenance costs will be reviewed annually; and that the budget will be adjusted, when necessary, to reflect and cover any increase in costs.

ADOPTED BY THE GOVERNING BODY OF THE CITY/COUNTY OF RUSSELL, KANSAS THIS 21st DAY OF September, 2021.

ATTEST:

MAYOR/COMMISSIONER

CITY CLERK/COUNTY CLERK

(SEAL)

(Minimum required by all applicants for funding – must be submitted with application)

Residential Anti-displacement and Relocation Assistance Plan
under Section 104(d) of the
Housing and Community Development Act of 1974, as Amended

The jurisdiction will replace all occupied and vacant occupiable low- and moderate-income dwelling units demolished or converted to a use other than as low- moderate-income housing as a direct result of activities assisted with funds provided under the Housing and Community Development Act of 1974, as amended, as described in 24 CFR Part 570.488.

All replacement housing will be provided within three years of the commencement of the demolition or rehabilitation relating to conversion. Before obligating or expending funds that will directly result in such demolition or conversion, the [jurisdiction] will make public and submit to the Kansas Department of Commerce the following information in writing:

1. A description of the proposed assisted activity;
2. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than as low- and moderate-income dwelling units as a direct result of the assisted activity;
3. A time schedule for the commencement and completion of the demolition or conversion;
4. The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be provided as Section 104(d) replacement dwelling units;
5. The source of funding and a time schedule for the provision of Section 104(d) replacement dwelling units; and
6. The basis for concluding that each Section 104 (d) replacement dwelling unit will remain a low- and moderate-income dwelling unit for at least ten years from the date of initial occupancy.

The jurisdiction will provide relocation assistance, as described in Section 570.488 to each low- and moderate-income household displaced by the demolition of housing or by the conversion of a low- and moderate-income dwelling to another use as a direct result of assisted activities.

Consistent with the goals and objectives of activities assisted under the act, the jurisdiction will take the following steps to minimize the displacement of persons from their homes:

Based on initial review of project, the following occupied dwellings (by address) will be demolished with grant funds (should contain proposed demolitions):

As chief official of the jurisdiction, I hereby certify that the above plan was officially adopted by the jurisdiction of Russell on the 21stt day of September, 2021.

Date: 9/21/2021 Signature – Chief Elected Official: ____________________

STATEMENT OF ASSURANCES AND CERTIFICATIONS

The applicant hereby assures and certifies with respect to the grant that:

(1) It possesses legal authority to make a grant submission and to execute a community development and housing program.

(2) Its governing body has duly adopted or passed as an official act a resolution, motion, or similar action authorizing the person identified as the official representative of the grantee to submit the final statement, all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the grantee to act in connection with the submission of the final statement and to provide such additional information as may be required.

(3) Prior to submission of its application to Commerce, the grantee has met the citizen participation requirements, prepared its application of community development objectives and projected use of funds, and made the application available to the public, as required by Section 104(a)(2) of the Housing and Community Development Act of 1974, as amended, and implemented at 24 CFR 570.486.

(4) It has developed its final statement (application) of projected use of funds so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight; the final statement (application) of projected use of funds may also include activities that the grantee certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available.

(5) Its chief executive officer or other officer of the grantee approved by Commerce:

(a) Consents to assume the status of a responsible federal official under the National Environmental Policy Act of 1969 and other provisions of federal law as specified in 24 CFR 58.1(a);
(b) Is authorized and consents on behalf of the grantee and himself/herself to accept the jurisdiction of the federal courts for the purpose of enforcement of his/her responsibilities as such an official; and

(6) The grant will be conducted and administered in compliance with the following federal and state regulations (see Appendix A: Applicable Laws and Regulations):

(a) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), and implementing regulations issued at 24 CFR Part 1:

(b) Fair Housing Amendments Act of 1988, as amended, administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing; and will take action to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provision of brokerage services;

(c) Section 109 of the Housing and Community Development Act of 1974, as amended; and the regulations issued pursuant thereto (24 CFR Section 570.602);

(d) Section 3 of the Housing and Urban Development Act of 1968, as amended; and implementing regulations at 24 CFR Part 135;

(e) Executive Order 11246, as amended by Executive Orders 11375 and 12086 and implementing regulations issued at 41 CFR Chapter 60;

(f) Executive Order 11063, as amended by Executive Order 12259 and implementing regulations at 24 CFR Part 107;

(g) Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended and implementing regulations when published for effect;

(h) The Age Discrimination Act of 1975, as amended, (Pub. L. 94-135), and implementing regulations when published for effect;

(i) The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and the implementing regulations at 24 CFR 570.488;

(j) Anti-displacement and relocation plan requirements of Section 104(d) of Title I, Housing and Community Development Act of 1974, as amended:

(k) Relocation payment requirements of Section 105(a)(11) of Title I, Housing and Community Development Act of 1974, as amended.

(l) The labor standards requirements as set forth in 24 CFR 570.603 and HUD regulations issued to implement such requirements;

(m) Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control, and abatement of water pollution;

(n) The regulations, policies, guidelines and requirements of 2 CFR Part 200 and A-122 as they relate to the acceptance and use of federal funds under this federally assisted program;

(o) The American Disabilities Act (ADA) (P.L. 101-336: 42 U.S.C. 12101) provides disabled people access to employment, public accommodations, public services, transportation, and telecommunications;

(7) The conflict of interest provisions of 24 CFR 570.489 apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the state, or of a unit of general local government, or of any designated public agencies, or sub recipients which are receiving CDBG funds. None of these persons may obtain a financial interest or benefit from the activity, or have an interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter, and that it shall incorporate or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purpose of this certification;

(8) It will comply with the provisions of the Hatch Act that limits the political activity of employee;

(9) It will comply with the provisions of 24-CFR-200.

(10) It will give the state, HUD, and the Comptroller General or any authorized representative access to and the right to examine all records, books, papers, or documents related to the grant;

(11) It will comply with the lead-based paint requirements of 24 CFR Part 35 Subpart B issued pursuant to the Lead-Based Paint Hazard Elimination Act (42 U.S.C. 4801 et seq.).

(12) The local government will not attempt to recover any capital costs of public improvements assisted in whole or in part with CDBG funds by assessing properties owned and occupied by low- and moderate-income persons unless: (a) CDBG funds are used to pay the proportion of such assessment that relates to non CDBG funding or; (b) the local government certifies to the state that, for the purposes of assessing properties owned and occupied by low- and moderate-income persons who are not very low-income, that the local government does not have sufficient CDBG funds to comply with the provision of (a) above.

(13) It accepts the terms, conditions, selection criteria, and procedures established by this program description and that it waives any right it may have to challenge the legitimacy and the propriety of these terms, conditions, criteria, and procedures in the event that its application is not selected for CDBG funding.

(14) It will comply with the regulations, policies, guidelines, and requirements with respect to the acceptance and use of federal funds for this federally assisted program.

(15) It will comply with all parts of Title I of the Housing and Community Development Act of 1974, as amended, which have not been cited previously as well as with other applicable laws.

The applicant hereby certifies that it will comply with the above stated assurances.

______________________	Jim A. Cross
Signature, Chief Elected Official	Name (typed or printed)
Mayor	9/21/2021
Title	Date

To Whom It May Concern:

As Chief Elected Official of the City/County of Russell, I hereby certify that I have knowledge of all activities in the above-referenced application. I also certify that I am aware that the regulations of the CDBG program prevent the use of any facility built or rehabilitated with CDBG funds, or any portion thereof, to be used for the conduct of official business. I therefore certify that no portion of the above application violates this regulation.

____

Mayor/County Commission

ATTEST:

____

City/County Clerk

Applicant/Recipient Disclosure/Update Report

U.S. Department of Housing and Urban Development

OMB Approval No. 2510-0011 (exp. 11/30/2018)

Instructions. (See Public Reporting Statement and Privacy Act Statement and detailed instructions on page 2.)

Applicant/Recipient Information — **Indicate whether this is an Initial Report** ☒ **or an Update Report** ☐

1. Applicant/Recipient Name, Address, and Phone (include area code):	2. Social Security Number or Employer ID Number:
City of Russell, 133 W. 8th Street, Russell, KS 67665 (785) 483-6311	48-6012826
3. HUD Program Name	4. Amount of HUD Assistance Requested/Received
Community Development Block Grant	360,300

5. State the name and location (street address, City and State) of the project or activity:

Part I Threshold Determinations

1. Are you applying for assistance for a specific project or activity? These terms do not include formula grants, such as public housing operating subsidy or CDBG block grants. (For further information see 24 CFR Sec. 4.3).

☒ **Yes** ☐ **No**

2. Have you received or do you expect to receive assistance within the jurisdiction of the Department (HUD), involving the project or activity in this application, in excess of $200,000 during this fiscal year (Oct. 1 - Sep. 30)? For further information, see 24 CFR Sec. 4.9

☒ **Yes** ☐ **No.**

If you answered "**No**" to either question 1 or 2, **Stop**! You do not need to complete the remainder of this form. ***However***, you must sign the certification at the end of the report.

Part II Other Government Assistance Provided or Requested / Expected Sources and Use of Funds.

Such assistance includes, but is not limited to, any grant, loan, subsidy, guarantee, insurance, payment, credit, or tax benefit.

Department/State/Local Agency Name and Address	Type of Assistance	Amount Requested/Provided	Expected Uses of the Funds
City of Russell, 133 W. 8th, Russell, KS 67665	Cash	$324,270	Env. Review, Engineering Design/Inspection & Construction
Dane G. Hansen Foundation, 110 W. Main St., Logan, 67646	Cash (Grant)	$36,030	Street System Improvements

(**Note**: Use Additional pages if necessary.)

Part III Interested Parties. You must disclose:

1. All developers, contractors, or consultants involved in the application for the assistance or in the planning, development, or implementation of the project or activity and
2. any other person who has a financial interest in the project or activity for which the assistance is sought that exceeds $50,000 or 10 percent of the assistance (whichever is lower).

Alphabetical list of all persons with a reportable financial interest in the project or activity (For individuals, give the last name first)	Social Security No. or Employee ID No.	Type of Participation in Project/Activity	Financial Interest in Project/Activity ($ and %)
Bergman, Nathan, Bartlett & West, Inc., 230 Poyntz Ave., Manhattan, KS 66502	48-0770612	Design Inspection	$40,000/5.5% $60,000/8.3%
Hrabe, Randall J., NWKP&DC, P.O. Box 248, Hill City, KS 67642	48-0798426	Administration	$20,500/2.8%

(**Note**: Use Additional pages if necessary.)

Certification

Warning: If you knowingly make a false statement on this form, you may be subject to civil or criminal penalties under Section 1001 of Title 18 of the United States Code. In addition, any person who knowingly and materially violates any required disclosures of information, including intentional non-disclosure, is subject to civil money penalty not to exceed $10,000 for each violation.

I certify that this information is true and complete.

Signature:	Date:
x	9/21/2021

CLICK HERE FOR FORM FILL PDF <u>**CDBG Disclosure Report**</u>

****SEE GENERAL APPLICATION REQUIREMENTS FOR DISCLOSURE REPORT REQUIREMENTS****

Form **HUD-2880** (3/13)

Kansas Department of Commerce
Community Development Block Grant (CDBG) Program
1000 S.W. Jackson St., Suite 100
Topeka, KS 66612-1354

DETERMINATION OF LEVEL OF REVIEW

ENVIRONMENTAL REVIEW RECORD (ERR)

Grantee Name & Project Number: City of Russell - not yet funded

Project Location: W Wichita Ave/VanHouten to Fossil St.S

Project Description: 2" mill of the entire roadway

and adding a 2" bituminous asphalt pavement overlay. Includes the removal & replacement of curb and gutter on this roadway where needed, pavement marking and traffic control. Asphalt millings will be hauled off to a site owned by the City.

The subject project has been reviewed pursuant to HUD regulations 24 CFR Part 58, "Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities," and the following determination with respect to the project is made:

- ☐ Exempt from NEPA review requirements per 24 CFR 58.34(a)(___)
- ☐ Categorical Exclusion NOT Subject to §58.5 authorities per 24 CFR 58.35(b)(___)
- ☒ Categorical Exclusion SUBJECT to §58.5 authorities per 24 CFR 58.35(a)(_1_)
- ☐ An Environmental Assessment (EA) is required to be performed.
- ☐ An Environmental Impact Statement (EIS) is required to be performed.

The ERR (see §58.38) must contain all the environmental review documents, public notices and written determinations or environmental findings required by Part 58 as evidence of review, decision making and actions pertaining to a particular project. Include additional information including checklists, studies, analyses and documentation as appropriate.

Jim A. Cross, Mayor	
Chief Elected Official (print name/title)	Chief Elected Official's Signature
9/21/2021	
Date	

CITY OF Russell

CITY COUNCIL AGENDA FORM

Meeting Date:	September 21, 2021
Agenda Item Title:	Agreement with NWKPDC for CDBG Grant Administration - W. Wichita Mill & Overlay
Department:	City Clerk
Presenter:	Katrina Woelk

Background: This agreement is for the consulting services to administer the CDBG grant. NWKPDC are certified CDBG grant administrators. The use of certified grant administrators is required by the Kansas Department of Commerce. The cost of the NWKPDC administrative services is $20,500 in which $20,000 is paid from the grant and $500 is paid from the City. The agreement is contingent upon CDBG funding and will be considered null and void if CDBG funding is not awarded.

Funding Source: Special Highway, Capital Improvement, Dane G. Hansen Funds and CDBG Funds.

City Attorney Review/Comment:

Options:

1. Approve the agreement with Northwest Kansas Planning and Development Commission for administrative consulting services of Community Development Block Grant Funds

2. Take no action

Staff Recommendations: Approve the agreement with Northwest Kansas Planning and Development Commission for administrative consulting services of Community Development Block Grant Funds

Attachments:
Administration Contract

AGREEMENT FOR ADMINISTRATIVE CONSULTING SERVICES
OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS

THIS AGREEMENT made this **21st day of September, 2021** by and between THE NORTHWEST KANSAS PLANNING AND DEVELOPMENT COMMISSION (NWKP&DC), hereinafter referred to as "ADMINISTRATIVE CONSULTANT", and **the City of Russell** of the State of Kansas, hereinafter referred to as "City".

Whereas, City is submitting a 2022 Small Cities Community Development Block Grant Application for the purpose of **street system improvements**, and

Whereas, if funded, the project requires Community Development Block Grant Funds for completion;

Now, therefore, City engages the services of an Administrative Consultant upon the following terms and conditions:

1. TERMINATION OF CONTRACT FOR CAUSE

If, through any cause, either party shall fail to fulfill in timely and proper manner their obligations under this Contract, or if either party shall violate any of the covenants, agreements, or stipulations of this Contract, the Parties shall thereupon have the right to terminate this Contract by giving written notice to the other of such termination and specifying the effective date thereof. This notice shall not be less than thirty days prior to the effective date. In such event, all finished or unfinished documents, studies and reports prepared by the Administrative Consultant under this Contract shall become the property of the Administrative Consultant, who shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder, in accordance with this Contract.

2. CHANGES

The City may, from time to time, request changes in the scope of the services of the Administrative Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of the Administrative Consultant's compensation, which are mutually agreed upon by and between the City and the Administrative Consultant, shall be incorporated in written amendments to this Contract.

3. PERSONNEL

A. The Administrative Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City.

B. All of the services required hereunder will be performed by the Administrative Consultant or under his/her supervision and all personnel shall be fully qualified to perform such services.

C. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

4. SERVICES OF THE ADMINISTRATIVE CONSULTANT

Services outlined in this proposal are those necessary to effectively administer a CDBG Grant for Community Improvement. The following summary of services is not intended to limit the scope of service but is intended to illustrate the work and services to be provided by the NWKP&DC. The service is divided into phases which are Grant Award, Procurement of Professional Services, Civil Rights/Procurement Policy, Financial Management, Bidding, Construction, and Close-Out.

Grant Award

1. Handles and furnishes any details that the Kansas Department of Commerce (KDOC) may require.
2. Provides file labels for grantees files.

Environmental Procedures

1. Determine and discuss with KDOC the environmental category that applies to the project.
2. Prepares the required Environmental Review for the project.
3. If an Environmental Impact Statement is required, assist the City in the securing of professional services for the report.
4. Send all required agencies the environmental information so that the environmental review can be cleared. Refers all questioned responses to the proper party.
5. Drafts and furnishes the City all legal notices required to meet KDOC's environmental publication requirements.
6. Instructs the City staff throughout the environmental review process.
7. Conducts with the City any public hearings that may be necessary.
8. Prepares for the City the Request for Release of Funds Notice.
9. Prepares for the City the Finding of No Significant Impact Notice.
10. Prepares for the City the Environmental Certification Form.
11. Processes all forms and mails to KDOC field representative.

Procurement of Professional Services

1. Assist the City in the procurement of architectural or engineering services if necessary.
2. Send Requests for Qualifications to Engineers or Architects, including minority bidders.
3. Answer project questions raised by professionals.
4. Attend opening and award of professional services by the City.
5. Educate local officials about the rating system and provide rating form.
6. Notify all firms of the outcome.
7. No member of the NWKP&DC staff will participate in the selection of the professional.

Civil Rights/Procurement Policy

1. Complete Civil Rights Demographics Form prior to the first Quarterly Report.
2. Prepare Notice of Fair Housing/Civil Rights Contact Person Form prior to the first Quarterly Report.
3. Assist the City in identifying the proper Civil Rights Activity to be performed by the City. NWKP&DC will not conduct this Civil Rights Activity; it is the responsibility of the City.
4. Assists the City in the development and adoption of the required local Procurement Policy, if necessary.
5. Assist the City in adopting a procedure in handling Fair Housing complaints.

Financial Management

1. Assists City in the establishment of a Financial Management System (Grant Accounting System).
2. Prepares all Requests for Funds (Drawdowns) for City action. Presents drawdowns to the City on an as-needed basis. If not presented, drawdowns will be mailed or faxed to the City for approval and signatures.
3. Prepares the Actual Cash Disbursements Reports along with Drawdown requests.
4. Prepares Quarterly Reports.
5. Reviews all payment requests including back-up invoices to assure compliance with the grant.
6. Delivers or mails all back-up invoices to the City for record retention.
7. Prepares for the City a disbursement sheet for each pay request to assist in bill payment.

Bidding

1. Will apply for and furnish Davis-Bacon wage rates for all required contracts.
2. Assists in the preparation of bid documents. Furnishes required Labor, Civil Rights, and other federal standards.
3. Reviews bid documents for federal compliance.
4. Review legal notices and monitors to assure bid procedure compliance.
5. Attends bid opening when possible to review and confirm General Contractor eligibility.
6. Reviews all contracts for compliance with CDBG standards.

Construction

1. Attends pre-construction conference and reviews Labor Standard Requirements. Prepare minutes of this conference for City's file.
2. Prepares and forwards all notices and forms to KDOC covering bids, pre-construction conference, awards, start dates, and contracts.
3. Trains and assists the appointed Labor Standards Officer. Assists officer in the maintenance of records and files.
4. Receive and review employee payroll and interview sheets. Review for Labor Standards Compliance and deliver to the City for the pertinent file.
5. Maintains constant contact with KDOC. Attends all KDOC monitoring visits and assists City with KDOC compliance letters.

6. Reports any major changes in schedule to the City.
7. Coordinates payments and schedules with engineer/architect.

Close-Out

1. Upon completion of the project, the Administrative Consultant shall complete the KDOC close-out packet.
2. Assure that a final inspection is made.
3. Assist the City in the procurement of a qualified auditing firm if necessary.
4. Prepare the Legal Notice for the Performance Public Hearing and attends the hearing.

5. RECORDS AND AUDITS

The Administrative Consultant and the City shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such records as may be deemed necessary by the City to assure proper accounting for all project funds, both Federal and non-Federal shares. These records will be made available for audit purposes to the City or any authorized representative. Following completion of the audit and the closing of the grant, the records will be returned to the City Clerk for the City's retention.

The Administrative Consultant shall assist the City in developing a Financial Management System which will meet the KDOC standards and in particular those which will comply with Common Rule. This will include the designation of a local depository for grant funds and the establishment of the letter-of-credit fund drawdown system.

The City will be responsible for having the records audited by a Certified Public Accountant at the completion of the construction project, if required. The expense for this audit will be a responsibility of the City.

6. COMPLIANCE WITH LOCAL LAWS

The Administrative Consultant shall comply with all applicable laws, ordinances and codes of the State and local governments.

7. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the Administrative Consultant agrees as follows:

A. The Administrative Consultant will not discriminate against any employee or applicant for employment because of race, creed, sex, color, religion, age, national origin, or family status. The Administrative Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, religion, age, national origin, or family status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Administrative Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non-discrimination clause.

B. The Administrative Consultant will, in all solicitation or advertisements for employees placed by or on behalf of the Administrative Consultant; state all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, religion, age, national origin, or family status.

C. The Administrative Consultant will cause the forgoing provisions to be inserted in all subcontracts for any work covered by this Contract so said provisions will be binding upon each subcontractor.

D. The Administrative Consultant will comply with all provisions of the Davis-Bacon Act, and of the rules, regulations and relevant orders of the Secretary of Labor.

8. The Administrative Consultant will comply with Title VI of the Civil Rights Act of 1964; no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

9. The Administrative Consultant will comply with Section 109 of the Housing and Community Development Act of 1974, as amended; and the regulations issued pursuant thereto (24 CFR Section 570.601).

10. The Administrative Consultant will comply with Section 504 of the Rehabilitation Act of 1973 (Pub. L. 83-112), as amended and implementing regulations when published for effect.

11. The Administrative Consultant will comply with the Age Discrimination Act of 1975, as amended, (Pub. L. 94-135), and implementing regulations when published or effect.

12. The Administrative Consultant will comply with all provisions of the Fair Housing Amendments Act of 1988, which establishes an administration enforcement mechanism, provides stiffer penalties than the present act, and expands its coverage to include handicapped persons and families with children.

13. The Administrative Consultant will comply with Executive Order 11063 as amended by Executive Order 12259 and implementing regulations as 24 CFR Part 107.

14. The Administrative Consultant will comply with the provisions of the Kansas Act Against Discrimination and shall not discriminate against any persons in the performance of work done under this contract or not provide full and equal housing because of race, religion, color, sex, physical handicapped, national origin, ancestry, or family status. In all solicitations or advertisement to employees, the Debtor shall include the phrase, “Equal Opportunity Employer”, or a similar phrase to be approved by the State Civil Rights Commission.

15. The Administrative Consultant will comply with Section 3 of the Housing and Urban Development Act of 1968, as amended 12 U.S.C. 1701u.

16. The Administrative Consultant will comply with Executive Order 11246, as amended by Executive Orders 11375 and 12086 and implementing regulations issued at 41 CFR Chapter 60.

17. Section 912 of the Cranston-Gonzales National Affordable Housing Act of 1990, amended Section 109 (a) of the HCD Act to prohibit discrimination on the basis of religion.

18. Section 503 of Rehabilitation Act of 1973, as amended, provides for the nondiscrimination in contractor employment.

19. The Administrative Consultant will comply with Title I of the Housing and Community Development Act of 1974, as amended.

20. The Administrative Consultant will comply with Section 519, Public Law 101-144 (the 1990 HUD Appropriation Act).

21. The Administrative Consultant will comply with Title VIII of the Civil Rights Act of 1968, as amended by the Housing Act of 1974 as amended, prohibits discrimination in the sale, rental and financing of dwellings based on race, color, religion, sex or national origin.

22. Restriction on Lobbying Contracts over $100,000, NWKP&DC has not paid, or agreed to pay, to any firm, organization of persons (other than a bonafide employee working solely for the NWKP&DC any fee, contribution, donation, or consideration of any kind for, or in consideration with, procuring or carrying out this agreement.

23. INTEREST OF MEMBERS OF A CITY

No members of the governing body of the City and no other officer, employee, or agent of the City, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Administrative Consultant shall take appropriate steps to insure compliance.

24. INTEREST OF AMINISTRATIVE CONSULTANT AND EMPLOYEES

The Administrative Consultant covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Administrative Consultant further covenants that in the performance of this Contract, no person having any such interest shall be employed.

25. FEES

The City agrees to pay the Administrative Consultant a fee for the services outlined on a per item basis. This contract does not include publication costs.

Environmental Review/Removal of Grant Conditions	$500 LOCAL
Receipt of Signed State Grant Agreement	25% of $20,000K CDBG
First Drawdown of funds for construction	25% of $20,000K CDBG
50% construction Drawdown of CDBG funds	25% of $20,000K CDBG
Final const. Drawdown/clearance of mont. findings	15% of $20,000K CDBG

Close-out, when monitoring findings are cleared | 10% of $20,000K CDBG
PROJECT COMPLETED | 100.00%

Total Fee under this contract will not exceed **$20,500 ($20,000 CDBG and $500 local for environmental review)**.

This contract is contingent upon CDBG funding and will be considered null and void if CDBG funding is not awarded,

IN WITNESS WHEREOF, the parties have signed this Agreement **September 21**, **2021**.

By ________________________________
Jim A. Cross, Mayor

Attest: (Seal)

____
Katrina Woelk, City Clerk

ADMINISTRATIVE CONSULTANT

By ________________________________
Randall J. Hrabe, Executive Director

CITY COUNCIL AGENDA FORM

Meeting Date:	September 21, 2021
Agenda Item Title:	Assistance To Firefighter's Grant
Department:	Fire
Presenter:	Dylan Riedel

Background:

The Assistance to Firefighters Grant is a FEMA program that awards qualifying fire departments across the United States funds that meet certain criteria. The primary goal of the Assistance to Firefighters Grant (AFG) is to meet the firefighting and emergency response needs of fire departments and non-affiliated emergency medical service organizations. City staff requests to apply for a 1.2 million dollar aerial with the AFG grant to help replace the current aerial truck. In years past, the AFG grant has required a city contribution of no less than 5%. Last year, the matching funds were waived due to Covid and it has been proposed that the same happen this year and next. If the matching funds are not waived this year, the cities contribution would be $60,000.

The current aerial that was purchased back in 2015 was meant to be a temporary fix for the previous truck that was taken out of service due to being inoperable for safety concerns. The current aerial, a 2001 American La France is no longer in production and the company no longer makes parts for the truck. Currently, the truck is having PTO failures (controls the aerial of the ladder and allows for waterway and rescue operations), a water way that is leaking water (gaskets are waiting to be replaced but no company is making the parts anymore), engine and transmission leaks, multiple electrical system failures with the lights and sirens, cracked welds on the center support of the support housing, and air ride system issues with the air intake on the truck. While regular maintenance is done on the current aerial, it is becoming increasingly difficult to repair issues as they arise because the parts needed to fix the problems are no longer in production. The fire department continues to do everything to extend the life of the current aerial but it is becoming evident that it is getting close to its end of service.

Funding Source: TBD

City Attorney Review/Comment: N/A

Options:

1. Authorize city staff to apply for AFG funding for a replacement aerial truck

2. Provide staff with alternate direction

3. Take no action - the grant application is not submitted

Staff Recommendations: Authorize city staff to apply for the AFG grant funding for a replacement aerial truck

Attachments:
AFG Funding Opportunity

The Department of Homeland Security (DHS)
Notice of Funding Opportunity (NOFO)
Fiscal Year 2020 Assistance to Firefighters Grant (AFG) Program

NOTE: If you are going to apply for this funding opportunity and have not obtained a Data Universal Numbering System (DUNS) number and/or are not currently registered in the System for Award Management (SAM), please take immediate action to obtain a DUNS Number, if applicable, and then to register immediately in SAM. It may take four weeks or more after you submit your SAM registration before your registration is active in SAM, then an additional 24 hours for Grants.gov to recognize your information. Information on obtaining a DUNS number and registering in SAM is available from Grants.gov at: http://www.grants.gov/web/grants/register.html. Detailed information regarding DUNS and SAM is also provided in Section D – Application and Submission Information of this NOFO, subsection, Content and Form of Application Submission. An active registration is required in order to apply for funding.

A. Program Description

1. **Issued By**
   Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), Grant Programs Directorate (GPD)

2. **Assistance Listings (formerly Catalog of Federal Domestic Assistance Number)**
   97.044

3. **Assistance Listings Title (formerly CFDA Title)**
   Assistance to Firefighters Grant (AFG)

4. **Funding Opportunity Title**
   FY 2020 Assistance to Firefighters Grant

5. **Funding Opportunity Number**
   DHS-20-GPD-044-00-98

6. **Authorizing Authority for Program**
   Section 33 of the *Federal Fire Prevention and Control Act of 1974*, Pub. L. No. 93-498, as amended (15 U.S.C § 2229) https://www.govinfo.gov/content/pkg/USCODE-2018-title15/pdf/USCODE-2018- title15-chap49-sec2229.pdf

7. **Appropriation Authority for Program**
   Department of Homeland Security Appropriations Act, 2020 (Pub. L. No. 116-93) https://www.govinfo.gov/content/pkg/PLAW-116publ93/pdf/PLAW-116publ93.pdf

8. **Announcement Type**
   Initial

9. Program Overview, Objectives, and Priorities

Overview

The Fiscal Year (FY) 2020 Assistance to Firefighters Grant (AFG) Program is one of three grant programs that constitute the Department of Homeland Security (DHS), Federal Emergency Management Agency's (FEMA's) focus on enhancing the safety of the public and firefighters with respect to fire and fire-related hazards. The AFG Program accomplishes this by providing financial assistance directly to eligible fire departments, nonaffiliated emergency medical service (EMS) organizations, and State Fire Training Academies (SFTAs) for critical training and equipment. The AFG Program represents one part of a comprehensive set of measures authorized by Congress and implemented by DHS. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, the AFG Program supports the goal to Strengthen National Preparedness and Resilience. In awarding grants, the FEMA Administrator is required to consider the following:

- The findings and recommendations of the Technical Evaluation Panel (TEP);
- The degree to which an award will reduce deaths, injuries, and property damage by reducing the risks associated with fire related and other hazards;
- The extent of an applicant's need for an AFG Program grant and the need to protect the United States as a whole; and
- The number of calls requesting or requiring a firefighting or emergency medical response received by an applicant.

The 2018-2022 FEMA Strategic Plan creates a shared vision for the field of emergency management and sets an ambitious, yet achievable, path forward to unify and further professionalize emergency management across the country. The AFG Program supports the goal of Readying the Nation for Catastrophic Disasters. We invite all of our stakeholders and partners to also adopt these priorities and join us in building a stronger Agency and a more prepared and resilient Nation.

Objectives

The objectives of the AFG Program are to provide critically needed resources that equip and train emergency personnel to recognized standards, enhance operational efficiencies, foster interoperability, and support community resilience.

Priorities

Information on program priorities and objectives for the FY 2020 AFG Program can be found in Appendix B, FY 2020 AFG Programmatic Information and Priorities.

10. Performance Metrics

The grant recipient is required to collect data to allow FEMA to measure performance of the awarded grant in support of the AFG Program metrics, which are tied to the programmatic objectives and priorities. In order to measure performance, FEMA may request information throughout the period of performance. In its final performance report submitted at closeout, the recipient must submit sufficient information to demonstrate it has met the performance goal as stated in its award. FEMA will measure the recipient's performance of the grant by comparing the number of items, supplies, projects, and activities needed and requested in its application with the number of items, supplies, projects, and activities acquired and delivered by the end of the period of performance using the following programmatic metrics:

- Percentage of AFG Program personal protective equipment (PPE) recipients who equipped 100 percent of on-duty active members with PPE in compliance with applicable National Fire Protection Association (NFPA) and Occupational Safety and Health Administration (OSHA) standards.
- Percentage of AFG Program equipment recipients who reported that the grant award brought them into compliance with either state, local, NFPA, or OSHA standards.
- Percentage of AFG Program grant recipients who reported having successfully replaced their fire vehicles in accordance with industry standards.
- Percentage of AFG Program training recipients who reported that the grant award allows their members to achieve firefighter training level I and firefighter training level II within one year of coming into service.
- Percentage of AFG Program wellness and fitness recipients who reported that the grant award allows their members to achieve minimum physical and/or mental operational readiness requirements through tailored health-related fitness programs.
- Percentage of AFG Program modifications to facilities recipients who reported that the grant award brought them into compliance with either state, local, NFPA, or OSHA standards on housing and readiness posture.

B. Federal Award Information

1. Available Funding for the NOFO: $319,500,000.00[1]

2. Projected number of Awards: 2,000

[1] Note that this figure differs from the total amount appropriated under the *Department of Homeland Security Appropriations Act*, 2020, Pub. L. No. 116-93. In this FY 2020 AFG NOFO, percentages of "*available grant funds*" refers to the total amount appropriated—$355,000,000—by Pub. L. No. 116-93 to meet the statutory requirements of § 33 of the *Federal Fire Prevention and Control Act of 1974*, as amended (codified at 15 U.S.C. § 2229). A portion of these "available grant funds" will be allocated to the Fire Prevention & Safety (FP&S) program, which will have a separate NOFO and application period. $35,500,000 will be allocated to FP&S for FY 2020.

3. **Period of Performance:** Twenty-four months from the date of award.

   Extensions to the period of performance are allowed. For additional information on period of performance extensions, refer to Section H.

   FEMA awards only include one budget period, so it will be same as the period of performance. *See* 2 C.F.R. § 200.1 for definitions of "budget period" and "period of performance."

4. **Projected Period of Performance Start Date(s):** **May 1, 2021** (will vary based on award date)

5. **Projected Period of Performance End Date(s):** **April 30, 2023** (will vary based on Period of Performance Start Date)

6. **Funding Instrument Type:** **Grant**

C. Eligibility Information

1. Eligible Applicants

a. ***Fire Departments:*** Fire departments operating in any of the 50 states, as well as fire departments in the District of Columbia, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, Guam, American Samoa, the Commonwealth of Puerto Rico,[2] or any federally recognized Indian tribe or tribal organization. A fire department is an agency or organization having a formally recognized arrangement with a state, local, tribal, or territorial authority (city, county, parish, fire district, township, town, or other governing body) to provide fire suppression to a population within a geographically fixed primary first due response area.

b. ***Nonaffiliated EMS organizations:*** Nonaffiliated EMS organizations operating in any of the 50 states, as well as the District of Columbia, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, Guam, American Samoa, the Commonwealth of Puerto Rico,[2] or any federally recognized Indian tribe or tribal organization. A nonaffiliated EMS organization is an agency or organization that is a public or private nonprofit emergency medical service entity providing medical transport that is not affiliated with a hospital and does not serve a geographic area in which emergency medical services are adequately provided by a fire department. FEMA considers the following as hospitals under the AFG Program:

- Clinics
- Medical centers
- Medical college or university

[2] The District of Columbia, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of Puerto Rico are all defined as "States" in the Federal Fire Prevention and Control Act of 1974. *See* 15 U.S.C. § 2203(10).

- Infirmary
- Surgery centers
- Any other institution, association, or foundation providing medical, surgical, or psychiatric care and/or treatment for the sick or injured.

c. ***State Fire Training Academies:*** A SFTA operates in any of the 50 states, as well as the District of Columbia, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of Puerto Rico.[2] Applicants must be designated either by legislation or by a Governor's declaration as the sole fire service training agency within a state, territory, or the District of Columbia. The designated SFTA shall be the only agency, bureau, division, or entity within that state, territory, or the District of Columbia, to be an eligible SFTA applicant under the AFG Program.

2. Eligible Activities

The FY 2020 AFG Program has three activities:

- Operations and Safety
- Vehicle Acquisition
- Regional Projects

Each activity has its own eligibility requirements. These requirements are outlined in Appendix B: Programmatic Information and Priorities.

3. Other Eligibility Criteria

a. National Fire Incident Reporting System (NFIRS)

NFIRS reporting is not a requirement to apply for any AFG Program; however, fire departments that receive funding under this program must agree to provide information to the NFIRS for the period covered by the assistance. If a recipient does not currently participate in the incident reporting system and does not have the capacity to report at the time of the award, that recipient must agree to provide information to the system for a 12-month period commencing as soon as possible after they develop the capacity to report. Capacity to report to NFIRS must be established prior to the termination of the two-year performance period. The recipient may be asked by FEMA to provide proof of compliance in reporting to NFIRS. Any recipient that stops reporting to NFIRS during their grant's period of performance may be subject to the remedies for noncompliance at 2 C.F.R. § 200.339, unless it has yet to develop the capacity to report to NFIRS, as described above. There is no NFIRS reporting requirement for nonaffiliated EMS organizations or SFTAs.

Note: Although data collection is an important tool for understanding and justifying assistance, participation in other data sources, (e.g., National Fire Operations Reporting System [NFORS]) does not satisfy the requirement for reporting to NFIRS.

b. National Incident Management System (NIMS) Implementation

AFG Program applicants are not required to comply with NIMS to apply for AFG Program funding or to receive an AFG Program award. Any applicant who receives an FY 2020 AFG Program award must achieve the level of NIMS compliance required by the Authority Having Jurisdiction (AHJ) over the applicant's emergency service operations (e.g., a local government), prior to the end of the grant's period of performance.

4. Maintenance of Effort (MOE)

Pursuant to 15 U.S.C. § 2229(k)(3), an applicant seeking an AFG Program grant shall agree to maintain, during the term of the grant, the applicant's aggregate expenditures relating to activities allowable under this NOFO, at not less than 80 percent of the average amount of such expenditures in the two fiscal years prior to the fiscal year an AFG Program grant is awarded.

In other words, an applicant agrees that if it receives a grant award, the applicant will keep its overall expenditures during the award's period of performance (including those funded with non-Federal funding) for activities that could be allowable costs under this NOFO at a level that is at least 80 percent or more of the average of what the applicant spent on such costs for those activities in fiscal years 2018 and 2019.

5. Cost Share or Match

Recipient cost sharing is generally required as described below and pursuant to 15 U.S.C.§ 2229(k)(1). In general, eligible applicants shall agree to make available non-federal funds to carry out an AFG Program award in an amount equal to and not less than 15 percent of the grant awarded. Exceptions to this general requirement apply to entities serving smaller communities as follows:

- When serving a jurisdiction of 20,000 residents or fewer, the applicant shall agree to make available non-federal funds in an amount equal to not less than 5 percent of the grant awarded;
- When serving a jurisdiction of more than 20,000 residents, but not more than 1 million residents, the applicant shall agree to make available non-federal funds in an amount equal to not less than 10 percent of the grant awarded;
- When serving a jurisdiction of more than 1 million residents, the applicant shall agree to make available non-federal funds in an amount equal to not less than 15 percent of the grant awarded.

The cost share for SFTAs will apply the requirements above based on the total population of the state. The cost share for a Regional application will apply the requirements above based on the aggregate population of the primary first due response areas of the Host and participating partner organizations that execute a Memorandum of Understanding (MOU) as described in Appendix B, Section J, Regional projects.

FEMA has developed a cost share calculator tool in order to assist applicants with determining their cost share. The cost share tool is available at: https://www.fema.gov/grants/preparedness/firefighters/assistance-grants.

Types of Cost Share

i. ***Cash (Hard Match):*** Cost share of non-federal cash is the only allowable recipient contribution for AFG Program activity (Vehicle Acquisition, Operations and Safety, and Regional).

ii. ***Trade-In Allowance/Credit:*** On a case-by-case basis, FEMA may allow recipients already owning assets acquired with non-federal cash to use the trade-in allowance/credit value of those assets as cash for the purpose of meeting their cost share obligation. For FEMA to consider a trade-in allowance/credit value as cash, the allowance amount must be reasonable, and the allowance amount must be a separate entry clearly identified in the acquisition documents.

iii. ***In-kind (Soft Match):*** In-kind cost share is not allowable for the AFG Program.

The award budget will not account for any voluntary committed cost sharing or overmatch. The use of an overmatch is not given additional consideration when scoring applications.

Economic Hardship Waivers
The FEMA Administrator may waive or reduce recipient cost share or MOE requirements in cases of demonstrated economic hardship. Please see Appendix C: Award Administration Information for additional information.

D. Application and Submission Information

1. Key Dates and Times: all times listed are Eastern Time (ET)

Date Posted to Grants.gov:	December 29, 2020
Application Start Date:	January 04, 2021 at 8 a.m.
Application Submission Deadline:	February 12, 2021 at 5 p.m.

All applications must be received by the established deadline.

FEMA's Grants Outcomes System (FEMA GO) automatically records proof of timely submission and the system generates an electronic date/time stamp when FEMA GO successfully receives the application. The individual with the Authorized Organization Representative role that submitted the application will also receive the official date/time stamp and a FEMA GO tracking number in an email serving as proof of their timely submission. For additional information on how an applicant will be notified of application receipt, see the subsection titled "Timely Receipt Requirements and Proof of Timely Submission" in Section D of this NOFO.

FEMA will not review applications that are received after the deadline or consider these late applications for funding. FEMA may, however, extend the application deadline on request for any applicant who can demonstrate that good cause exists to justify extending the deadline. Good cause for an extension may include technical problems outside of the applicant's control that prevent submission of the application by the deadline, other exigent or emergency circumstances, or statutory requirements for FEMA to make an award.

Applicants experiencing technical problems outside of their control must notify FEMA as soon as possible and before the application deadline. Failure to timely notify FEMA of the issue that prevented the timely filing of the application may preclude consideration of the award. "Timely notification" of FEMA means the following: prior to the application deadline and within 48 hours after the applicant became aware of the issue.

If applicants experience technical issues, they must notify the FEMA GO Helpdesk as soon as possible. The FEMA GO Helpdesk can be reached at (877) 585-3242 or by e-mail at femago@fema.dhs.gov. The FEMA GO Helpdesk is open Monday through Friday, 8: a.m. – 6 p.m. ET.

A list of FEMA contacts can be found in Section G of this NOFO, "DHS Awarding Agency Contact Information." For programmatic or grants management questions, please contact your Program Analyst or Grants Management Specialist. If applicants do not know who to contact or if there are programmatic questions or concerns, please contact the AFG Helpdesk at 866-274-0960 or by e-mail at firegrants@fema.dhs.gov. The AFG Helpdesk is open Monday through Friday, 8:00 AM – 4:30 PM ET.

Anticipated Funding Selection Date: April 30, 2021

Anticipated Award Date: Beginning on approximately April 30, 2021 and continuing thereafter until all FY 2020 AFG Program grant awards are issued (but no later than September 30, 2021).

Other Key Dates

Event	Suggested Deadline for Completion
Obtaining DUNS Number	Four weeks before actual submission deadline
Obtaining a valid Employer Identification Number (EIN)	Eight weeks before actual submission deadline
Registering in or Updating SAM registration	Four weeks before actual submission deadline
Registering Organization in FEMA Grants Outcomes (FEMA GO) System	Prior to beginning application
Submitting complete application in FEMA GO	One week before actual submission deadline

2. **Agreeing to Terms and Conditions of the Award**
By submitting an application, the applicant agrees to comply with the requirements of this NOFO and the terms and conditions of its award, should the applicant receive an

award.

3. **Address to Request Application Package**
The online FY 2020 AFG Program application is only available via the Assistance to Firefighters Grant Program's FEMA GO application portal, at https://go.fema.gov.

Note: Hard copies of the application are not available. However, the Telephone Device for the Deaf (TDD) and/or Federal Information Relay Service (FIRS) number available for this Notice is (800) 462-7585.

Content and Form of Application Submission
FEMA will process applications through FEMA GO. Application tutorials and Frequently Asked Questions (FAQs) explain the current AFG Program, assist with the online grant application, and highlight lessons learned and changes for FY 2020. For more details, please visit the AFG Program website at http://www.fema.gov/firegrants.

DHS makes all funding opportunities available on the internet, accessible at http://www.grants.gov. If applicants experience difficulties accessing information or have any questions, please call the Grants.gov Contact Center at (800) 518-4726.

The Grants.gov website will direct applicants to FEMA GO, at https://go.fema.gov, which contains the online AFG Program application. The online AFG Program application incorporates all required forms.

FEMA GO will allow the applicant's authorized representative(s) to log in and create their own account. This account is specific to the authorized user and must not be shared with other personnel. The FEMA GO account is separate from any previous accounts created in the eGrants system. Applicants can save, retrieve, update, and revise their work through the end of the application period. The automated system does not allow applicants to submit incomplete applications. The system alerts applicants when required information has not been entered. Prior to final submission, an online application may be saved, retrieved, or edited up to the application deadline.

Note: FEMA GO will support only the most recent major release of the following browsers:

- Google Chrome
- Internet Explorer
- Mozilla Firefox
- Apple Safari
- Microsoft Edge

Users who attempt to use tablet type devices or other browsers may encounter issues with using FEMA GO.

NO APPLICATIONS WILL BE RELEASED BACK TO THE APPLICANT AFTER FINAL SUBMISSION

After the application period has ended, no changes can be made. There is no appeal process for inaccurate or incomplete information.

a. Standard Required Application Forms and Information

The following forms or information are required to be submitted via FEMA GO. The Standard Forms (SF) are also available at https://www.grants.gov/web/grants/forms/sf-424-family.html.

- **SF-424, Application for Federal Assistance**
- **Grants.gov Lobbying Form, Certification Regarding Lobbying**
- **SF-424A, Budget Information (Non-Construction)**
- **SF-424B, Standard Assurances (Non-Construction)**
- **SF-LLL, Disclosure of Lobbying Activities**
- **Indirect Cost Agreement or Proposal** if the budget includes indirect costs and the applicant is required to have an indirect cost rate agreement or proposal. If the applicant does not have or is not required to have an indirect cost rate agreement or proposal, please see the "Funding Restrictions and Allowable Costs" section of this NOFO for further information regarding allowability of indirect costs and whether alternatives to an indirect cost rate agreement or proposal might be available, or contact the relevant FEMA staff identified in Section G of this NOFO, "DHS Awarding Agency Contact Information" for further instructions.

b. Program-Specific Required Forms and Information

For program-specific required and optional forms and information, please see the appendices to this NOFO.

4. Steps Required to Obtain a Unique Identifier, Register in the System for Award Management (SAM), and Submit an Application

Applying for an award under this program is a multi-step process and requires time to complete. Applicants are encouraged to register early as the registration process can take four weeks or more to complete. Therefore, registration should be done in sufficient time to ensure it does not impact your ability to meet required submission deadlines.

Please review the table above for estimated deadlines to complete each of the steps listed. Failure of an applicant to comply with any of the required steps before the deadline for submitting an application may disqualify that application from funding.

To apply for an award under this program, all applicants must:

a. Apply for, update, or verify their Data Universal Numbering System (DUNS) number from Dun & Bradstreet and Employer Identification Number (EIN) from the Internal Revenue Service;
b. In the application, provide a valid DUNS number, which is currently the unique entity identifier;

c. Have an account with login.gov;
d. Register for, update, or verify their SAM account and ensure the account is active before submitting the application;
e. Register in FEMA GO, add the organization to the system, and establish the Authorized Organizational Representative (AOR). The organization's electronic business point of contact (EBiz POC) from the SAM registration may need to be involved in this step. For step-by-step instructions, see https://www.fema.gov/media-library/assets/documents/181607;
f. Submit the complete application in FEMA GO; and
g. Continue to maintain an active SAM registration with current information at all times during which it has an active federal award or an application or plan under consideration by a federal awarding agency. As part of this, applicants must also provide information on an applicant's immediate and highest-level owner and subsidiaries, as well as on all predecessors that have been awarded federal contracts or federal financial assistance within the last three years, if applicable.

Applicants are advised that FEMA may not make a federal award until the applicant has complied with all applicable DUNS and SAM requirements. Therefore, an applicant's SAM registration must be active not only at the time of application, but also during the application review period and when FEMA is ready to make a federal award. Further, applicants must maintain an active SAM registration with current information at all times during which the applicant has an active federal award or an application or plan under consideration by any federal awarding agency. If an applicant's SAM registration is expired at the time of application, expires during application review, or expires any other time before award, FEMA may determine that the applicant is not qualified to receive a federal award and use that determination as a basis for making a federal award to another applicant.

Per 2 C.F.R. § 25.110(c)(2)(ii), if an applicant is experiencing exigent circumstances that prevents it from receiving a DUNS number and completing SAM registration prior to receiving a federal award, the applicant must notify FEMA as soon as possible by contacting askcsid@fema.dhs.gov and providing the details of the circumstances that prevent completion of these requirements. If FEMA determines that there are exigent circumstances and FEMA has decided to make an award, the applicant will be required to obtain a DUNS number and complete SAM registration within 30 days of the federal award date.

Electronic Delivery

DHS is participating in the Grants.gov initiative to provide the grant community with a single site to find and apply for grant funding opportunities. DHS encourages or requires applicants to submit their applications online through Grants.gov, depending on the funding opportunity. For this funding opportunity, FEMA requires applicants to submit applications through FEMA GO.

5. How to Register to Apply

a. ***General Instructions:***

Registering and applying for an award under this program is a multi-step process and requires time to complete. Read the instructions below about registering to apply for FEMA funds. Applicants should read the registration instructions carefully and prepare the information requested before beginning the registration process. Reviewing and assembling the required information before beginning the registration process will alleviate last-minute searches for required information.

The registration process can take up to four weeks to complete. To ensure an application meets the deadline, applicants are advised to start the required steps well in advance of their submission.

Organizations must have a Data Universal Numbering System (DUNS) Number, Employer Identification Number (EIN), and an active System for Award Management (SAM) registration.

b. ***Obtain a DUNS Number*****:**

All entities applying for funding, including renewal funding, must have a DUNS number from Dun & Bradstreet (D&B). Applicants must enter the DUNS number in the data entry field labeled "Organizational DUNS" on the SF-424 form.

For more detailed instructions for obtaining a DUNS number, refer to: https://www.grants.gov/web/grants/applicants/organization-registration/step-1-obtain-duns-number.html.

Note: At some point, the DUNS Number will be replaced by a "new, non-proprietary identifier" requested in, and assigned by, SAM.gov. This new identifier is being called the Unique Entity Identifier (UEI), or the Entity ID. Grants.gov has begun preparing for this transition by educating users about the upcoming changes and updating field labels and references to the DUNS Number (the current identifier) within the Grants.gov system. Users should continue using the DUNS Number in UEI fields until further notice. To learn more about SAM's rollout of the UEI, please visit https://gsa.gov/entityid.

c. Obtain Employer Identification Number

In addition to having a DUNS number, all entities applying for funding must provide an Employer Identification Number (EIN). The EIN can be obtained from the IRS by visiting https://www.irs.gov/businesses/small-businesses-self-employed/apply-for-an-employer-identification-number-ein-online.

d. Create a login.gov account:

Applicants must have a login.gov account in order to register with SAM or update their SAM registration. Applicants can create a login.gov account here: https://secure.login.gov/sign_up/enter_email?request_id=34f19fa8-14a2-438c-8323-a62b99571fd3.

Applicants only have to create a login.gov account once. For applicants that are existing SAM users, use the same email address for the login.gov account as with SAM.gov so that the two accounts can be linked.

For more information on the login.gov requirements for SAM registration, refer to: https://www.sam.gov/SAM/pages/public/loginFAQ.jsf.

e. *Register with SAM*:
In addition to having a DUNS number, all organizations applying online through Grants.gov must register with SAM. Failure to register with SAM will prevent your organization from applying through Grants.gov. SAM registration must be renewed annually.

For more detailed instructions for registering with SAM, refer to https://www.grants.gov/web/grants/applicants/organization-registration/step-2-register-with-sam.html.

Note: As a new requirement per 2 C.F.R. § 25.200, applicants must also provide the applicant's immediate and highest-level owner, subsidiaries, and predecessors that have been awarded federal contracts or federal financial assistance within the last three years, if applicable.

***i.* Additional SAM Reminders**
Existing SAM.gov account holders should check their account to make sure it is "ACTIVE." SAM registration should be completed at the very beginning of the application period and should be renewed annually to avoid being "INACTIVE." **Please allow plenty of time before the grant application submission deadline to obtain a DUNS number and then to register in SAM. It may be four weeks or more after an applicant submits the SAM registration before the registration is active in SAM, and then it may be an additional 24 hours before FEMA's system recognizes the information.**

It is imperative that the information applicants provide is correct and current. Please ensure that your organization's name, address, DUNS number, and Employer Identification Number, or EIN, are up to date in SAM and that the DUNS number used in SAM is the same one used to apply for all other FEMA awards. Payment under any FEMA award is contingent on the recipient's having a current SAM registration.

ii. Help with SAM
The SAM quick start guide for new recipient registration and SAM video tutorial for new applicants are tools created by the General Services Administration (GSA) to assist those registering with SAM. If applicants have questions or concerns about a SAM registration, please contact the Federal Support Desk at https://www.fsd.gov/fsd-gov/home.do or call toll free (866) 606-8220.

f. Register in FEMA GO, Add the Organization to the System, and Establish the AOR:

Applicants must register in FEMA GO and add their organization to the system. The organization's electronic business point of contact (EBiz POC) from the SAM registration may need to be involved in this step. For step-by-step instructions, see https://www.fema.gov/media-library/assets/documents/181607.

Note: FEMA GO will support only the most recent major release of the following browsers:

- Google Chrome
- Internet Explorer
- Mozilla Firefox
- Apple Safari
- Microsoft Edge

Users who attempt to use tablet type devices or other browsers may encounter issues with using FEMA GO.

6. Timely Receipt Requirements and Proof of Timely Submission

All applications must be completed in FEMA GO and received by February 12, 2021 at 5 p.m. ET. FEMA GO automatically records proof of timely submission and the system generates an electronic date/time stamp when FEMA GO successfully receives the application. The individual with the Authorized Organization Representative (AOR) role that submitted the application will also receive the official date/time stamp and a FEMA GO tracking number in an email serving as proof of their timely submission on the date and time that FEMA GO received the application. Applications received by FEMA GO after the established due date for applications will be considered late and not considered for funding.

Applicants who experience system-related issues will be addressed until 3 p.m. ET on the date applications are due. No new system-related issues will be addressed after this deadline.

Applicants using slow internet connections, such as dial-up connections, should be aware that transmission can take some time before FEMA GO receives your application. FEMA GO will provide either an error message or a successfully received transmission in the form of an email sent to the AOR that submitted the application. The FEMA GO Support Center reports that some applicants end the transmission because they think that nothing is occurring during the transmission process. Do not do this. It may cause your application to fail to be submitted and consequently not be considered for funding. Please be patient and give the system time to process the application.

7. Intergovernmental Review

An intergovernmental review may be required. Applicants must contact their State's Single Point of Contact (SPOC) to comply with the state's process under Executive Order 12372 (see https://www.archives.gov/federal-register/codification/executive-

-order/12372.html; https://www.whitehouse.gov/wp-content/uploads/2020/01/spoc_1_16_2020.pdf).

8. Funding Restrictions and Allowable Costs

All costs charged to awards covered by this NOFO must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements at 2 C.F.R. Part 200, unless otherwise indicated in the NOFO, or the terms and conditions of the award. This includes, among other requirements, that costs must be incurred, and products and services must be delivered, within the period of performance of the award. *See* 2 C.F.R. § 200.403(h) (referring to budget periods, which for FEMA awards is the same as the period of performance).

In general, the Cost Principles establish standards for the allowability of costs, provide detailed guidance on the cost accounting treatment of costs as direct or administrative costs, and set forth allowability principles for selected items of cost. More specifically, except as otherwise stated in this NOFO, the terms and condition of an award, or other program materials, costs charged to awards covered by this NOFO must be consistent with the Cost Principles for Federal Awards located at 2 C.F.R. Part 200, Subpart E. In order to be allowable, all costs charged to a FEMA award or applied to the cost share must be reasonable in nature and amount and allocable to the particular FEMA award.

Additionally, all costs charged to awards must comply with the grant program's applicable statutes, policies, requirements in this NOFO as well as with the terms and conditions of the award. If FEMA staff identify costs that are inconsistent with any of these requirements, these costs may be disallowed, and FEMA may recover funds as appropriate, consistent with applicable laws, regulations, and policies.

As part of those requirements, grant recipients and subrecipients may only use federal funds or funds applied to a cost share for the purposes set forth in this NOFO and the terms and conditions of the award, and those costs must be consistent with the statutory authority for the award.

Grant funds may not be used for matching funds for other federal grants/cooperative agreements, lobbying, or intervention in federal regulatory or adjudicatory proceedings. In addition, federal funds may not be used to sue the federal government or any other government entity.

Additionally, federal employees are prohibited from serving in any capacity (paid or unpaid) on the development of any proposal submitted under this program.

In addition to the subsections below, please see Appendix B to this NOFO for additional information on funding restrictions and allowable costs.

a. Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services

Recipients and subrecipients of FEMA federal financial assistance are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.326, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to FEMA recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

FEMA will issue additional guidance in a forthcoming Interim Policy.

Effective August 13, 2020, FEMA recipients and subrecipients **may not** use any FEMA funds under open or new awards to:

(1) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(2) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or

(3) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

i. Replacement Equipment and Services

FEMA grant funding may be permitted to procure replacement equipment and services impacted by this prohibition, provided the costs are otherwise consistent with the requirements of the NOFO and the Preparedness Grants Manual.

ii. Definitions

Per section 889(f)(2)-(3) of the FY 2019 NDAA and 2 C.F.R. § 200.216, covered telecommunications equipment or services means:

i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities);
ii. For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
iii. Telecommunications or video surveillance services provided by such entities or using such equipment; or

iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the People's Republic of China.

Examples of the types of products covered by this prohibition include phones, internet, video surveillance, and cloud servers when produced, provided, or used by the entities listed in the definition of "covered telecommunications equipment or services." *See* 2 C.F.R. § 200.471.

b. Construction

Construction costs are *not eligible* under the AFG Program grants. Construction includes major alterations to a building that changes the profile or footprint of the structure. Modifications to facilities activities described in Appendix A *Funding Priorities*, are not considered construction costs for purposes of general award cost categorization and may be eligible. However, modifications to facilities activities might be considered "construction" for purposes of applicable procurement under grants requirements or environmental protection and historic preservation purposes.

c. Pre-award Costs

Generally, grant funds cannot be used to pay for products and services contracted for or obligated prior to the effective date of the award. Fees for grant writers are considered an exception and may be included as a pre-award expenditure. Further, other costs incurred after the application deadline, but prior to an offer of award, may be eligible for reimbursement only if the following conditions are met:

- The recipient must request approval from FEMA to incur such pre-award costs. Requests must be sent via email to FireGrants@fema.dhs.gov and include the application number and justification narrative. Please note, the recipient must seek approval at the time of acquisition and before the award is announced.
- The recipient must receive confirmation from FEMA that the expenses have been reviewed and that FEMA has determined the costs to be justified, unavoidable, and consistent with the grant's scope of work.
- See also Appendix C for further information regarding grant writer fees and the "Additional Information" section of this NOFO for general procurement under grants requirements.

d. *Fire Departments and Nonaffiliated EMS organizations*

The total amount of funding a fire department or nonaffiliated EMS organization recipient may receive under an AFG Program award is limited to the maximum amounts set by § 33(c)(2) of the *Federal Fire Prevention and Control Act of 1974*, as amended (15 U.S.C. § 2229(c)(2)). These award limits are based on two factors: population served and a 1 percent aggregate amount of available grant funds.

The population of the jurisdiction served by the recipient will determine the maximum amount of AFG Program funding a recipient is eligible to receive but no recipient may receive an award that exceeds one percent of available grant funds in FY 2020, or $3,550,000. FEMA may waive this aggregate cap in individual cases where FEMA determines that a recipient has an extraordinary need for a grant that exceeds the aggregate cap. FEMA may not waive the statutory funding caps based on population.

The following table explains the maximum funding that a recipient may receive in FY 2020:

Population of jurisdiction served by the recipient	Maximum award in FY 2019	Statutory waiver available subject to extraordinary need?
100,000 or fewer people	No more than $1 million	None available
100,001 – 500,000 people	No more than $2 million	None available
500,001 – 1,000,000 people	No more than $3 million	None available
1,000,001 – 2,500,000 people	No more than $3.55 million	Yes, but no more than $6 million
More than 2,500,000 people	No more than $3.55 million	Yes, but no more than $9 million

Regional applicants will be subject to the funding limitations based on the total population served by the host and participating partners. Additionally, Regional grants awarded are included in the host organization's funding limitations. For example: if a recipient serves a population of 100,000 or fewer and is the recipient of a Regional award for $1 million, they have met their cap and are no longer eligible for additional funds through the Operations and Safety or Vehicle activities.

Allocations and Restrictions of Available Grant Funds by Organization Type

- **Nonaffiliated EMS Organizations:** Not more than 2 percent of available grant funds shall be collectively awarded to all nonaffiliated EMS organization recipients.
- **Emergency Medical Services Providers:** Not less than 3.5 percent of available grant funds shall fund emergency medical services provided by fire departments and nonaffiliated EMS organizations.
- **State Fire Training Academy:** Not more than 3 percent of available grant funds shall be collectively awarded to all SFTA recipients. Further, not more than $500,000 of available grant funds are eligible per applicant.
- **Vehicles:** Not more than 25 percent of available grant funds may be used by recipients for the purchase of vehicles. Of that amount, based on stakeholder recommendations, FEMA intends to allocate 10 percent of the total vehicle funds for ambulances.
- **Micro Grants:** The selection of the voluntary Micro Grant option (cumulative federal funding of $50,000) for eligible Operations and Safety activities does not impact an applicant's request or federal participation under the Vehicle Acquisition or Regional projects. Applicants who select Micro Grants under Operations and Safety as a funding opportunity choice may still apply for a Vehicle(s) Acquisition or Regional project.

e. Management and Administration (M&A) Costs

M&A expenses should be based only on actual expenses or known contractual costs; requests that are simple percentages of the award, without supporting justification, will not be allowed or considered for reimbursement. No more than 3 percent of the federal share of AFG Program funds awarded may be expended by the recipient for M&A for purposes associated with the AFG Program award.

f. Indirect Facilities & Administrative (F&A) Costs

Indirect costs are allowable under this program as described in 2 C.F.R. Part 200, including 2 C.F.R. § 200.414. Applicants with a current negotiated indirect cost rate agreement that desire to charge indirect costs to an award must provide a copy of their negotiated indirect cost rate agreement at the time of application. Not all applicants are required to have a current negotiated indirect cost rate agreement. Applicants that are not required by 2 C.F.R. Part 200 to have a negotiated indirect cost rate agreement but are required by 2 C.F.R. Part 200 to develop an indirect cost rate proposal must provide a copy of their proposal at the time of application. Applicants who do not have a current negotiated indirect cost rate agreement (including a provisional rate) and wish to charge the de minimis rate must reach out to FireGrants@fema.dhs.gov for further instructions. Applicants who wish to use a cost allocation plan in lieu of an indirect cost rate must also reach out to FireGrants@fema.dhs.gov for further instructions. Post-award requests to charge indirect costs will be considered on a case-by-case basis and based upon the submission of an agreement or proposal as discussed above or based upon on the de minimis rate or cost allocation plan, as applicable.

9. Environmental and Historical Preservation (EHP)

As a federal agency, DHS/FEMA is required to consider the effects of its actions on the environment and historic properties to ensure that all activities and programs funded by the agency, including grant-funded projects, comply with Federal EHP regulations, laws, Executive Orders, regulations, and policies, as applicable.

Recipients proposing projects that have the potential to impact the environment, including, but not limited to, modification or renovation of existing buildings, structures, and facilities, must participate in the DHS/FEMA EHP review process. The EHP review process involves the submission of a screening form that includes a detailed project description that explains the goals and objectives of the proposed project along with supporting documentation, so that DHS/FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties. In some cases, DHS/FEMA may also be required to consult with other regulatory agencies and the public in order to complete the review process. Federal law requires EHP review to be completed before federal funds are released to carry out proposed projects. Grant recipients must receive confirmation of a completed EHP review prior to beginning project activities. FEMA may not be able to fund projects that are not in compliance with applicable EHP laws, Executive Orders, regulations, and policies.

Applicants may attach the optional EHP form during the application period for the project(s) they wish to pursue; however, it does not guarantee award. Once the awards are announced, it is the responsibility of the grant recipients to supply the required EHP form at that time to DHS/FEMA, if they have not submitted already during the application period. Applicants can only proceed with their project(s) once the EHP review is completed and approved. DHS/FEMA may notify grant recipients via email if EHP review is required and will provide instructions on how to comply.

DHS and FEMA EHP policy is found in directives and instructions available on the FEMA.gov EHP page, the FEMA website page that includes documents regarding EHP responsibilities and program requirements, including implementation of the National Environmental Policy Act and other EHP regulations and Executive Orders.

Additionally, all AFG recipients are required to comply with FEMA EHP Policy Guidance, FEMA Policy #108-023-1, Environmental Planning and Historic Preservation Policy Guidance.

All modifications to facility activities, and any renovation to facilities that would qualify as a modification to facility supporting activities under Training, Equipment, PPE, or Wellness and Fitness, will require an EHP review. Some Equipment activities will require an EHP review as well. Such activities include but are not limited to the installation of:

- Air compressor/fill station/cascade system (fixed) for filling Self-Contained Breather Apparatus (SCBA)
- Air quality systems
- Fire/smoke/carbon monoxide alarm systems for the facility (life safety)
- Generators (fixed)
- Sprinklers
- Vehicle exhaust systems (fixed)
- Washer/dryer/extractor
- Fixed communication antennas onto a building
- Building renovations such as removal of wall or installation of electrical or water lines
- Training/exercises in natural settings such as rope or swift water
- LED Signs
- Any scope of work that involves ground disturbances

The following activities would not require the submission of the FEMA EHP Screening Form:

- Planning and development of policies or processes
- Management, administrative or personnel actions
- Classroom-based training
- Acquisition of mobile and portable equipment (not involving installation) on or in a building and does not require a storage area to be constructed

- Purchase of PPE and/or SCBA

E. Application Review Information

1. Application Evaluation Criteria

a. Programmatic Criteria

Funding priorities and programmatic criteria for evaluating AFG Program applications are established by FEMA based on the recommendations from the Criteria Development Panel (CDP). Each year, FEMA convenes a panel of fire service professionals to develop funding priorities for the AFG Program. The panel makes recommendations about funding priorities as well as developing criteria for awarding grants.

The **nine major fire service organizations** represented on the panel:

- International Association of Fire Chiefs
- International Association of Fire Fighters
- National Volunteer Fire Council
- National Fire Protection Association
- National Association of State Fire Marshals
- International Association of Arson Investigators
- International Society of Fire Service Instructors
- North American Fire Training Directors
- Congressional Fire Service Institute

The CDP is charged with making recommendations to FEMA regarding the creation or modification of previously established funding priorities as well as developing criteria for awarding grants. The content of this NOFO reflects implementation of the CDP's recommendations with respect to the priorities, direction, and criteria for awards.

FEMA will rank all complete and submitted applications based on how well they match the program priorities for the type of jurisdiction(s) served. Answers to the application's activity specific questions provide information used to determine each application's ranking relative to the stated program priorities.

b. Financial Integrity Criteria

Prior to making a federal award, FEMA is required by 31 U.S.C. § 3354, as amended by the Payment Integrity Information Act of 2019, Pub. L. No. 116-117 (2020); 41 U.S.C. § 2313; and 2 C.F.R. § 200.206 to review information available through any Office of Management and Budget (OMB)-designated repositories of government-wide eligibility qualification or financial integrity information, including whether the applicant is suspended or debarred. FEMA may also pose additional questions to the applicant to aid in conducting the pre-award risk review. Therefore, application evaluation criteria may include the following risk-based considerations of the applicant:

i. Financial stability.

ii. Quality of management systems and ability to meet management standards.
iii. History of performance in managing federal award.
iv. Reports and findings from audits.
v. Ability to effectively implement statutory, regulatory, or other requirements.

c. Supplemental Financial Integrity Review

Prior to making a federal award where the anticipated federal share of a federal award will be greater than the simplified acquisition threshold (currently $250,000):

i. FEMA is required to review and consider any information about the applicant, including information on the applicant's immediate and highest-level owner, subsidiaries, and predecessors, if applicable, that is in the designated integrity and performance system accessible through the System for Award Management (SAM), which is currently the Federal Awardee Performance and Integrity Information System (FAPIIS).
ii. An applicant, at its option, may review information in FAPIIS and comment on any information about itself that a federal awarding agency previously entered.
iii. FEMA will consider any comments by the applicant, in addition to the other information in FAPIIS, in making a judgment about the applicant's integrity, business ethics, and record of performance under federal awards when completing the review of risk posed by applicants, as described in 2 C.F.R. § 200.206.

2. Review and Selection Process

AFG Program applications are reviewed through a multi-phase process. All applications are electronically pre-scored and ranked based on how well they align with the funding priorities outlined in this NOFO.

Applications with the highest pre-score rankings are then scored competitively by no less than three members of a Peer Review Panel. Applications will also be evaluated through a series of internal FEMA review processes for completeness, adherence to programmatic guidelines, technical feasibility, and anticipated effectiveness of the proposed project(s). Below is the process by which applications will be reviewed:

i. Pre-Scoring Process

The application undergoes an electronic pre-scoring process based on established program priorities listed in Appendix B and answers to activity specific questions within the online application. Application Narratives are not reviewed during pre-score process. "Request Details" and "Budget" information should comply with program guidance and statutory funding limitations. The pre-score is 50 percent of the total application score.

ii. Peer Review Panel Process

Applications with the highest rankings from the pre-scoring process will undergo a Peer Review Panel process. A panel of peer reviewers is comprised of fire service representatives recommended by the national organizations from the CDP. Peer reviewers will assess each application's merits based on the narrative statement on the requested activity. The evaluation elements listed in the "Narrative Evaluation Criteria" below will be used to calculate the narrative's score for each activity requested. Panelists will independently score each requested activity within the application, discuss the merits and/or shortcomings of the application with his or her peers, and document the findings. A consensus is not required. The panel score is 50 percent of the total application score.

iii. Technical Evaluation Process (TEP)

The highest ranked applications will be considered within the fundable range. Applications that are in the fundable range will undergo both a Technical Review by a Subject Matter Expert (SME) as well as a FEMA Program Office review prior to being recommended for award. The FEMA Program Office will assess the request with respect to costs, quantities, feasibility, eligibility, and recipient responsibility prior to recommending any application for award.

Once the TEP is complete, each application's cumulative score will be determined, and a final ranking of applications will be created. FEMA will award grants based on this final ranking and the ability to meet statutorily required funding limitations outlined in Appendix B, E. Restrictions on Use of Award Funds.

3. Narrative Evaluation Criteria

The Narrative Statements must provide specific details about the activity for which the applicants seek funding. Applicants must explain how the proposed activity(ies) relate to the Operations and Safety Activity or the Vehicle Acquisition Activity. FEMA reviews and compares applications for duplication. Therefore, all elements of the Narrative Statements must be original.

a. Financial Need (25 percent)

Applicants should describe their financial need and how consistent it is with the intent of the AFG Program. The financial need statement should include details describing the applicant's financial distress such as summarizing budget constraints, unsuccessful attempts to secure other funding, and proving the financial distress is out of their control.

b. Project Description and Budget (25 percent)

The Project Description and Budget statement should clearly explain the applicant's project objectives and its relationship to the applicant's budget and risk analysis. The applicant should describe various activities, including program priorities or facility modifications, ensuring consistency with project objectives, the applicant's mission and national, state, and/or local requirements. Applicants should link the proposed expenses to operations and safety, as well as to the completion of the project's goals.

c. Cost Benefit (25 percent)

Applicants should describe how they plan to address the operations and personal safety needs of their organization, including cost effectiveness and sharing assets. The Operations and Safety/Cost Benefit statement should also include details about gaining the maximum benefits from grant funding by citing reasonable or required costs, such as specific overhead and administrative costs. The applicant's request should also be consistent with their mission and identify how funding will benefit their organization and affected personnel.

d. Statement of Effect on Operations (25 percent)
The Statement of Effect on Operations should explain how this funding request will enhance an organization's overall effectiveness. It should address how an award will improve daily operations and reduce an organization's risk(s). Applicants should include how frequently the requested item(s) will be used and in what capacity. Applicants should also indicate how the requested item(s) will help the community and increase an organization's ability to save additional lives and property. Jurisdictions that demonstrate their commitment and proactive posture to reducing fire risk, by explaining their code enforcement (to include Wildland Urban Interface code enforcement) and mitigation strategies (including whether or not the jurisdiction has a FEMA-approved mitigation strategy) may receive stronger consideration under this criterion.

F. Federal Award Administration Information

In addition to the language here, please see Appendix C to this NOFO for additional award administration information.

1. Notice of Award

Before accepting the award, the recipient should carefully read the award package. The award package includes instructions on administering the grant award and the terms and conditions associated with responsibilities under federal awards. **Recipients must accept all conditions in this NOFO as well as any specific terms and conditions in the Notice of Award to receive an award under this program.**

FEMA will provide the federal award package to the applicant electronically via FEMA GO. Award packages include an Award Letter, Summary Award Memo, Agreement Articles, and Obligating Document. An email notification of the award package will be sent through FEMA's grant application system to the Authorized Organization Representative (AOR) that submitted the application. Recipients must accept their awards no later than 30 days from the award date. The recipient shall notify FEMA of its intent to accept and proceed with work under the award through the FEMA GO system.

Funds will remain on hold until the recipient accepts the award through the FEMA GO system and all other conditions of the award have been satisfied or until the award is otherwise rescinded. Failure to accept a grant award within the specified timeframe may result in a loss of funds. Recipients may request additional time to accept the award if needed.

2. **Differences Between Application Request and Award**
During the review process for an AFG Program award, FEMA may have modified the application request(s). These modifications will be identified in the award package provided upon the offer of an award. If the awarded activities, scope of work, or requested dollar amount(s) do not match the application as submitted, the recipient shall only be responsible for completing the activities actually funded by FEMA. The recipient is under no obligation to start, modify, or complete any activities requested by but not funded by the award. The award package will identify any differences under the Approved scope of work section.

3. **Turndown Notifications**
FEMA GO will provide all applicants who do not receive an FY 2020 AFG Program award with a turndown notification.

4. **Administrative and National Policy Requirements**
In addition to the requirements of in this section and in this NOFO, FEMA may place specific terms and conditions on individual awards in accordance with 2 C.F.R. Part 200.

DHS Standard Terms and Conditions
All successful applicants for all DHS grant and cooperative agreements are required to comply with DHS Standard Terms and Conditions, which are available online at: DHS Standard Terms and Conditions. The applicable DHS Standard Terms and Conditions will be those in effect at the time in which the award was made.

Before accepting the award, the AOR should carefully read the award package for instructions on administering the grant award and the terms and conditions associated with responsibilities under Federal Awards. Recipients must accept all conditions in this NOFO as well as any special terms and conditions in the Notice of Award to receive an award under this program. By submitting an application, applicants are deemed to have accepted all of the conditions in this NOFO as well.

5. **Reporting**
Recipients are required to submit various financial and programmatic reports as a condition of their award acceptance. Future awards and funds drawdown may be withheld if these reports are delinquent. Recipients should keep detailed records of all transactions involving the grant. FEMA may at any time request copies of purchasing documentation along with copies of cancelled checks or other proof of payment documentation for verification.

   a. **Federal Financial Reporting Requirements**
   The Federal Financial Report Form (SF-425) and instructions are available at the following sites: SF-425 *OMB #4040-0014*.

   Federal Financial Reports (FFR)
   Recipients of AFG Program grants are required to submit an FFR (SF-425) on a

semi-annual basis. The FFR is to be submitted using the online FEMA GO based on the calendar year beginning with the period after the award is made. Grant recipients are required to submit an FFR throughout the entire period of performance of the grant. Reports are due:

- No later than July 30 (for the period January 1 – June 30)
- No later than January 30 (for the period July 1 – December 31)
- Within 90 days after the end of the Period of Performance

b. Program Performance Reporting Requirements

The recipient is responsible for completing and submitting a Programmatic Performance Report (PPR) using FEMA GO. The PPR is due every six months after the grant's award date, and thereafter until the period of performance ends.

The PPR should include:

- A brief narrative of overall project(s) status
- A summary of project expenditures
- A description of any potential issues that may affect project completion

c. PPR Periods and Due Dates

The following reporting periods and due dates apply for the PPR:

- **No later than July 30** (for the period January 1 – June 30)
- **No later than January 30** (for the period July 1 – December 31)

d. Closeout Reporting Requirements

Within 120 days after the end of the period of performance, recipients must liquidate all financial obligations and submit a final FFR (SF-425) and a final PPR (within the closeout module in FEMA GO) detailing all accomplishments and a qualitative summary of the impact of those accomplishments throughout the period of performance. The closeout tutorial may be found at: https://www.fema.gov/grants/preparedness/firefighters/closeout-report-tutorial

In addition, any recipient that issues subawards to any subrecipient is responsible for closing out those subawards as described in 2 C.F.R. § 200.344; subrecipients are still required to submit closeout materials within 120 days of the period of performance end date. Recipients must ensure that they complete the closeout of their subawards in time to submit all necessary documentation and information to DHS/FEMA during the closeout of their prime grant award.

After the final SF-425 and final performance reports have been reviewed and approved by FEMA, a Closeout Notice will be completed to close out the grant. The notice will indicate the period of performance as closed, list any remaining funds that will be deobligated, and address the requirement of maintaining the grant records for a minimum of three years from the date of the final FFR (SF-425). The record retention period may be longer, such as due to an audit or litigation, for equipment or real property used beyond the period of performance, or due to other circumstances outlined in 2 C.F.R. § 200.334.

The recipient is responsible for returning any federal funds that they have liquidated but remain unobligated by the recipient. Information on how to return funds to FEMA is available at: https://www.fema.gov/about/payment.

e. Administrative Closeout

Administrative closeout is a mechanism for FEMA to unilaterally move forward with closeout of a grant award using available grant award information in lieu of final reports from the recipient per 2 C.F.R. § 200.344(h)-(i). It is a last resort available to FEMA, and if FEMA needs to administratively close an award, this may negatively impact a recipient's ability to obtain future funding. This mechanism can also require FEMA to make cash or cost adjustments and ineligible cost determinations based on the information it has, which may result in identifying a debt owed to FEMA by the recipient.

When a recipient is not responsive to FEMA's reasonable efforts to collect required reports needed to complete the standard closeout process, FEMA is required under 2 C.F.R. § 200.344(h) to start the administrative closeout process within the regulatory timeframe. FEMA will make at least three written attempts to collect required reports before initiating administrative closeout. If the recipient does not submit all required reports in accordance with 2 C.F.R. § 200.344, this NOFO, and the terms and conditions of the award, FEMA must proceed to administratively close the award with the information available within one year of the period of performance end date. Additionally, if the recipient does not submit all required reports within one year of the period of performance end date, per 2 C.F.R. § 200.344(i), FEMA must report in FAPIIS the recipient's material failure to comply with the terms and conditions of the award.

If FEMA administratively closes an award where no final FFR has been submitted, FEMA uses that administrative closeout date in lieu of the final FFR submission date as the start of the record retention period under 2 C.F.R. § 200.334.

In addition, if an award is administratively closed, FEMA may decide to impose remedies for noncompliance per 2 C.F.R. § 200.339, consider this information in reviewing future award applications, or apply special conditions to existing or future awards.

f. Additional Reporting Requirements

i. Disclosing Information per 2 C.F.R. § 180.335

This reporting requirement pertains to disclosing information related to government-wide suspension and debarment requirements. Before a recipient enters into a grant award with FEMA, the recipient must notify FEMA if it knows if it or any of the recipient's principals under the award fall under one or more of the four criteria listed at 2 C.F.R. § 180.335:

- Are presently excluded or disqualified;
- Have been convicted within the preceding three years of any of the offenses listed in 2 C.F.R. § 180.800(a) or had a civil judgment rendered against it or any of the recipient's principals for one of those offenses within that time period;
- Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses listed in 2 C.F.R. § 180.800(a); or
- Have had one or more public transactions (federal, state, or local) terminated within the preceding three years for cause or default.

At any time after accepting the award, if the recipient learns that it or any of its principals falls under one or more of the criteria listed at 2 C.F.R. § 180.335, the recipient must provide immediate written notice to FEMA in accordance with 2 C.F.R. § 180.350.

ii. Reporting of Matters Related to Recipient Integrity and Performance
Per 2 C.F.R. Part 200, Appendix I § F.3, the additional post-award reporting requirements in 2 C.F.R. Part 200, Appendix XII may apply to applicants who, if upon becoming recipients, have a total value of currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies that exceeds $10 million for any period of time during the period of performance of an award under this funding opportunity.

Recipients that meet these criteria must maintain current information reported in FAPIIS about civil, criminal, or administrative proceedings described in paragraph 2 of Appendix XII at the reporting frequency described in paragraph 4 of Appendix XII.

iii. Single Audit Report
For audits of fiscal years beginning on or after December 26, 2014, recipients that expend $750,000 or more from all federal funding sources during their fiscal year are required to submit an organization-wide financial and compliance audit report, also known as the single audit report.

The audit must be performed in accordance with the requirements of U.S. Government Accountability Office's (GAO) Government Auditing Standards, located at https://www.gao.gov/yellowbook/overview, and the requirements of Subpart F of 2 C.F.R. Part 200, located at http://www.ecfr.gov/cgi-bin/text-idx?node=sp2.1.200.f.

6. Monitoring and Oversight
Per 2 C.F.R. § 200.337, FEMA, through its authorized representatives, has the right, at all reasonable times, to make site visits or conduct desk reviews to review project accomplishments and management control systems to review award progress and to provide any required technical assistance. During site visits or desk reviews, FEMA

will review recipients' files related to the award. As part of any monitoring and program evaluation activities, recipients must permit FEMA, upon reasonable notice, to review grant-related records and to interview the organization's staff and contractors regarding the program. Recipients must respond in a timely and accurate manner to FEMA requests for information relating to the award.

Grant recipients will be monitored periodically by FEMA staff, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestones, budgets, and other related program criteria are being met. Monitoring may be accomplished through either a desk-based review or on-site monitoring visits, or both. Monitoring will involve the review and analysis of the financial, programmatic, performance, compliance, and administrative processes and policies, activities, and other attributes of each federal assistance award and will identify areas where technical assistance, corrective actions, and other support may be needed.

Recipients should keep detailed records of all transactions involving the grant. FEMA may at any time request copies of purchasing documentation along with copies of cancelled checks or other adequate payment documentation for verification. Recipients have the opportunity to participate in a Post Award Orientation (PAO) offered by the FEMA Regional Fire Program Specialist (FPS) to have their questions answered, receive technical assistance, or to review the terms and conditions of the grant. The PAO is optional.

G. DHS Awarding Agency Contact and Resource Information

1. AFG Help Desk

The AFG Help Desk provides technical assistance to applicants for the online completion and submission of applications into FEMA GO, answers questions concerning applicant eligibility and recipient responsibilities, and helps in the programmatic administration of awards. The AFG Help Desk can be contacted at (866) 274-0960 or by email at FireGrants@fema.dhs.gov. Normal hours of operation are from 8 a.m. to 4:30 p.m., Monday through Friday.

2. FEMA Regional Fire Program Specialists

Each FEMA region has FPSs who can assist applicants with application information, award administration, and technical assistance. Contact information for a Regional FPS can be located on the AFG Program website at https://www.fema.gov/grants/preparedness/firefighters/regional-contacts.

3. Environmental Planning and Historic Preservation

GPD's EHP Team provides guidance and information about the EHP review process to recipients and subrecipients. All inquiries and communications about GPD projects under this NOFO or the EHP review process, including the submittal of EHP review materials, should be sent to *gpdehpinfo@fema.dhs.gov*.

4. FEMA GO System Information

For technical assistance with the FEMA GO system, please contact the FEMA GO Helpdesk at femago@fema.dhs.gov or (877) 585-3242, Monday through Friday, 8 a.m. – 6 p.m. ET.

H. Additional Information

1. Termination Provisions

FEMA may terminate a federal award in whole or in part for one of the following reasons. FEMA and the recipient must still comply with closeout requirements at 2 C.F.R. §§ 200.344-200.345 even if an award is terminated in whole or in part. To the extent that subawards are permitted under this NOFO, pass-through entities should refer to 2 C.F.R. § 200.340 for additional information on termination regarding subawards.

a. Noncompliance

If a recipient fails to comply with the terms and conditions of a federal award, FEMA may terminate the award in whole or in part. If the noncompliance can be corrected, FEMA may first attempt to direct the recipient to correct the noncompliance. This may take the form of a Compliance Notification. If the noncompliance cannot be corrected or the recipient is non-responsive, FEMA may proceed with a Remedy Notification, which could impose a remedy for noncompliance per 2 C.F.R. § 200.339, including termination. Any action to terminate based on noncompliance will follow the requirements of 2 C.F.R. §§ 200.341-200.342 as well as the requirement of 2 C.F.R. § 200.340(c) to report in FAPIIS the recipient's material failure to comply with the award terms and conditions. See also the section on Actions to Address Noncompliance in this NOFO.

b. With the Consent of the Recipient

FEMA may also terminate an award in whole or in part with the consent of the recipient, in which case the parties must agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated.

c. Notification by the Recipient

The recipient may terminate the award, in whole or in part, by sending written notification to FEMA setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. In the case of partial termination, FEMA may determine that a partially terminated award will not accomplish the purpose of the federal award, so FEMA may terminate the award in its entirety. If that occurs, FEMA will follow the requirements of 2 C.F.R. §§ 200.341-200.342 in deciding to fully terminate the award.

2. Extensions to the Grant Period of Performance

Extensions to the period of performance under this grant program are allowed. An award's period of performance must be active for a recipient to submit a proposed extension request to FEMA. Recipients should request extensions sparingly and only under exceptional circumstances. ***Approval is not guaranteed.***

Extensions to the initial period of performance identified in the award will only be considered through formal amendment requests, via FEMA GO, and must contain specific and compelling justifications as to why an extension is required. All extension requests must contain:

- Grant Program, fiscal year, and award number
- Reason for delay—this must include details of the legal, policy, or operational challenges being experienced that prevent the final outlay of awarded funds by the applicable deadline
- Current status of the activity/activities
- Approved period of performance termination date and new project completion date
- Amount of funds drawn down to date
- Remaining available funds, both federal and non-federal
- Budget outlining how remaining federal and non-federal funds will be expended
- Plan for completion, including milestones and timeframes for achieving each milestone and the position/person responsible for implementing the plan for completion
- Certification that the activity/activities will be completed within the extended period of performance without any modification to the original Statement of Work approved by FEMA

3. **Requirements for Period of Performance Extension Consideration**

To be eligible for consideration, recipients must submit extension requests via FEMA GO. Recipients generally can submit requests at least 60 days prior to the end of the award's period of performance. In accordance with FEMA policy, FEMA reviews extensions on a case-by-case basis and typically grants them for no more than a six-month period. FEMA will grant extension requests only due to compelling legal, policy, or operational challenges. The review process can take up to 30 days or longer. Applicants should factor this review period into the timing of when to submit a request for an extension.

Example: Recipients may request an extension when an equipment order was placed during the period of performance but factors beyond the recipients' control have resulted in a delay in the expected delivery and receipt of the equipment outside of the existing period of performance; or where a specific statute or regulation mandates an environmental review that cannot be completed within this timeframe or where other extenuating circumstances warrant a brief extension.

4. **Conflicts of Interest in the Administration of Federal Awards or Subawards**

For conflicts of interest under grant-funded procurements and contracts, refer to the section on Procurement Integrity in this NOFO and 2 C.F.R. §§ 200.317 – 200.327.

To eliminate and reduce the impact of conflicts of interest in the subaward process, recipients and pass-through entities must follow their own policies and procedures regarding the elimination or reduction of conflicts of interest when making subawards. Recipients and pass-through entities are also required to follow any applicable federal and state, local, tribal, or territorial (SLTT) statutes or regulations governing conflicts of interest in the making of subawards.

The recipient or pass-through entity must disclose to the respective Program Analyst or Program Manager, in writing, any real or potential conflict of interest that may arise during the administration of the federal award, as defined by the federal or SLTT statutes or regulations or their own existing policies, within five days of learning of the conflict of interest. Similarly, subrecipients, whether acting as subrecipients or as pass-through entities, must disclose any real or potential conflict of interest to the recipient or next-level pass-through entity as required by the recipient or pass-through entity's conflict of interest policies, or any applicable federal or SLTT statutes or regulations.

Conflicts of interest may arise during the process of FEMA making a federal award in situations where an employee, officer, or agent, any members of his or her immediate family, his or her partner has a close personal relationship, a business relationship, or a professional relationship, with an applicant, subapplicant, recipient, subrecipient, or FEMA employees.

5. **Procurement Integrity**

Through audits conducted by the DHS Office of Inspector General (OIG) and FEMA grant monitoring, findings have shown that some FEMA recipients have not fully adhered to the proper procurement requirements when spending grant funds. Anything less than full compliance with federal procurement requirements jeopardizes the integrity of the grant as well as the grant program. To assist with determining whether an action is a procurement or instead a subaward, please consult 2 C.F.R. § 200.331.

The below highlights the federal procurement requirements for FEMA recipients when procuring goods and services with federal grant funds. FEMA will include a review of recipients' procurement practices as part of the normal monitoring activities. **All procurement activity must be conducted in accordance with federal procurement standards at 2 C.F.R. §§ 200.317 – 200.327.** Select requirements under these standards are listed below. The recipient and any of its subrecipients must comply with all requirements, even if they are not listed below.

Under 2 C.F.R. § 200.317, when procuring property and services under a federal award, states (including territories) must follow the same policies and procedures they use for procurements from their non-federal funds; additionally, states must now follow 2 C.F.R. § 200.321 regarding socioeconomic steps, 200.322 regarding domestic preferences for procurements, 200.323 regarding procurement of recovered materials, and 2 C.F.R. § 200.327 regarding required contract provisions.

All other non-federal entities, such as tribes (collectively, non-state entities), must have and use their own documented procurement procedures that reflect applicable SLTT laws and regulations, provided that the procurements conform to applicable federal law and the standards identified in 2 C.F.R. Part 200. These standards include, but are not limited to, providing for full and open competition consistent with the standards of 2 C.F.R. § 200.319 and § 200.320.

a. Important Changes to Procurement Standards in 2 C.F.R. Part 200

OMB recently updated various parts of Title 2 of the Code of Federal Regulations, among them, the procurement standards. States are now required to follow the socioeconomic steps in soliciting small and minority businesses, women's business enterprises, and labor surplus area firms per 2 C.F.R. § 200.321. All non-federal entities should also, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States per 2 C.F.R. § 200.322.

The recognized procurement methods in 2 C.F.R. § 200.320 have been reorganized into informal procurement methods, which include micro-purchases and small purchases; formal procurement methods, which include sealed bidding and competitive proposals; and noncompetitive procurements. The federal micro-purchase threshold is currently $10,000, and non-state entities may use a lower threshold when using micro-purchase procedures under a FEMA award. If a non-state entity wants to use a micro-purchase threshold higher than the federal threshold, it must follow the requirements of 2 C.F.R. § 200.320(a)(1)(iii)-(iv). The federal simplified acquisition threshold is currently $250,000, and a non-state entity may use a lower threshold but may not exceed the federal threshold when using small purchase procedures under a FEMA award.

See 2 C.F.R. §§ 200.216, 200.471, and Appendix II as well as section D.13.a of the NOFO regarding prohibitions on covered telecommunications equipment or services.

b. Competition and Conflicts of Interest

Among the requirements of 2 C.F.R. § 200.319(b) applicable to all non-federal entities other than states, in order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. FEMA considers these actions to be an organizational conflict of interest and interprets this restriction as applying to contractors that help a non-federal entity develop its grant application, project plans, or project budget. This prohibition also applies to the use of former employees to manage the grant or carry out a contract when those former employees worked on such activities while they were employees of the non-federal entity.

Under this prohibition, unless the non-federal entity solicits for and awards a contract covering both development and execution of specifications (or similar elements as described above), and this contract was procured in compliance with 2 C.F.R. §§ 200.317 – 200.327, federal funds cannot be used to pay a contractor to carry out the work if that contractor also worked on the development of those specifications. This rule applies to all contracts funded with federal grant funds, including pre-award costs, such as grant writer fees, as well as post-award costs, such as grant management fees.

Additionally, some of the situations considered to be restrictive of competition include, but are not limited to:

- Placing unreasonable requirements on firms for them to qualify to do business;
- Requiring unnecessary experience and excessive bonding;
- Noncompetitive pricing practices between firms or between affiliated companies;
- Noncompetitive contracts to consultants that are on retainer contracts;
- Organizational conflicts of interest;
- Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and
- Any arbitrary action in the procurement process.

Per 2 C.F.R. § 200.319(c), non-federal entities other than states must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed SLTT geographical preferences in the evaluation of bids or proposals, except in those cases where applicable federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

Under 2 C.F.R. § 200.318(c)(1), non-federal entities other than states are required to maintain written standards of conduct covering conflicts of interest and governing the actions of their employees engaged in the selection, award, and administration of contracts. **No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest.** Such conflicts of interest would arise when the employee, officer or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

The officers, employees, and agents of the non-federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-federal entities may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-federal entity. If the recipient or subrecipient (other than states) has a parent, affiliate, or subsidiary organization that is not a state, local, tribal, or territorial government, the non-federal entity must also maintain written standards of conduct covering organizational conflicts of interest. In this context, organizational conflict of interest means that because of a relationship with a parent company, affiliate, or subsidiary organization, the non-federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization. The non-federal entity must disclose in writing any potential conflicts of interest to FEMA or the pass-through entity in accordance with applicable FEMA policy.

c. Supply Schedules and Purchasing Programs

Generally, a non-federal entity may seek to procure goods or services from a federal supply schedule, state supply schedule, or group purchasing agreement.

iii. General Services Administration Schedules

States, tribes, and local governments, and any instrumentality thereof (such as local education agencies or institutions of higher education) may procure goods and services from a General Services Administration (GSA) schedule. GSA offers multiple efficient and effective procurement programs for state, tribal, and local governments, and instrumentalities thereof, to purchase products and services directly from pre-vetted contractors. The GSA Schedules (also referred to as the Multiple Award Schedules and the Federal Supply Schedules) are long-term government-wide contracts with commercial firms that provide access to millions of commercial products and services at volume discount pricing.

Information about GSA programs for states, tribes, and local governments, and instrumentalities thereof, can be found at https://www.gsa.gov/resources-for/programs-for-State-and-local-governments and https://www.gsa.gov/buying-selling/purchasing-programs/gsa-schedules/schedule-buyers/state-and-local-governments.

For tribes, local governments, and their instrumentalities that purchase off of a GSA schedule, this will satisfy the federal requirements for full and open competition provided that the recipient follows the GSA ordering procedures; however, tribes, local governments, and their instrumentalities will still need to follow the other rules under 2 C.F.R. §§ 200.317 – 200.327, such as solicitation of minority businesses, women's business enterprises, small businesses, or labor surplus area firms (§ 200.321), domestic preferences (§ 200.322), contract cost and price (§ 200.324), and required contract provisions (§ 200.327 and Appendix II).

iv. Other Supply Schedules and Programs

For non-federal entities other than states, such as tribes, local governments, and nonprofits, that want to procure goods or services from a state supply schedule, cooperative purchasing program, or other similar program, in order for such procurements to be permissible under federal requirements, the following must be true:

- The procurement of the original contract or purchasing schedule and its use by the non-federal entity complies with state and local law, regulations, and written procurement procedures;
- The state or other entity that originally procured the original contract or purchasing schedule entered into the contract or schedule with the express

purpose of making it available to the non-federal entity and other similar types of entities;
- The contract or purchasing schedule specifically allows for such use, and the work to be performed for the non-federal entity falls within the scope of work under the contract as to type, amount, and geography;
- The procurement of the original contract or purchasing schedule complied with all the procurement standards applicable to a non-federal entity other than states under at 2 C.F.R. §§ 200.317 – 200.327; and
- With respect to the use of a purchasing schedule, the non-federal entity must follow ordering procedures that adhere to applicable state, tribal, and local laws and regulations and the minimum requirements of full and open competition under 2 C.F.R. Part 200.

If a non-federal entity other than a state seeks to use a state supply schedule, cooperative purchasing program, or other similar type of arrangement, FEMA recommends the recipient discuss the procurement plans with its FEMA Program Analyst.

d. Procurement Documentation

Per 2 C.F.R. § 200.318(i), non-federal entities other than states and territories are required to maintain and retain records sufficient to detail the history of procurement covering at least the rationale for the procurement method, contract type, contractor selection or rejection, and the basis for the contract price. States and territories are encouraged to maintain and retain this information as well and are reminded that in order for any cost to be allowable, it must be adequately documented per 2 C.F.R. § 200.403(g).

Examples of the types of documents that would cover this information include but are not limited to:
- Solicitation documentation, such as requests for quotes, invitations for bids, or requests for proposals;
- Responses to solicitations, such as quotes, bids, or proposals;
- Pre-solicitation independent cost estimates and post-solicitation cost/price analyses on file for review by federal personnel, if applicable;
- Contract documents and amendments, including required contract provisions; and
- Other documents required by federal regulations applicable at the time a grant is awarded to a recipient.

6. Record Retention

a. Record Retention Period

Financial records, supporting documents, statistical records, and all other non-federal entity records pertinent to a federal award generally must be maintained for at least three years from the date the final FFR is submitted. *See* 2 C.F.R. § 200.334. Further, if the recipient does not submit a final FFR and the award is administratively closed, FEMA uses the date of administrative closeout as the start of the general record retention period.

The record retention period **may be longer than three years or have a different start date** in certain cases. These include:

- Records for real property and equipment acquired with federal funds must be retained for **three years after final disposition of the property**. *See* 2 C.F.R. § 200.334(c).
- If any litigation, claim, or audit is started before the expiration of the three-year period, the records **must be retained until** all litigation, claims, or audit findings involving the records **have been resolved and final action taken**. *See* 2 C.F.R. § 200.334(a).
- The **record retention period will be extended if the recipient is notified in writing** of the extension by FEMA, the cognizant or oversight agency for audit, or the cognizant agency for indirect costs. *See* 2 C.F.R. § 200.334(b).
- Where FEMA requires recipients to report program income after the period of performance ends, the **program income record retention period begins at the end of the recipient's fiscal year in which program income is earned**. *See* 2 C.F.R. § 200.334(e).
- For indirect cost rate proposals, cost allocation plans, or other rate computations records, the start of the record retention period depends on whether the indirect cost rate documents were submitted for negotiation. If the **indirect cost rate documents were submitted for negotiation, the record retention period begins from the date those documents were submitted** for negotiation. If indirect cost rate documents were **not submitted for negotiation, the record retention period begins at the end of the recipient's fiscal year or other accounting period covered by that indirect cost rate**. *See* 2 C.F.R. § 200.334(f).

b. Types of Records to Retain

FEMA requires that non-federal entities maintain the following documentation for federally funded purchases:

- Specifications
- Solicitations
- Competitive quotes or proposals
- Basis for selection decisions
- Purchase orders
- Contracts
- Invoices
- Canceled checks

Non-federal entities should keep detailed records of all transactions involving the grant. FEMA may at any time request copies of any relevant documentation and records, including purchasing documentation along with copies of canceled checks for verification. *See, e.g.*, 2 C.F.R. §§ 200.318(i), 200.334, 200.337.

In order for any cost to be allowable, it must be adequately documented per 2 C.F.R. § 200.403(g). Non-federal entities who fail to fully document all purchases may find their expenditures questioned and subsequently disallowed.

7. Actions to Address Noncompliance

Non-federal entities receiving financial assistance funding from FEMA are required to comply with requirements in the terms and conditions of their awards or subawards, including the terms set forth in applicable federal statutes, regulations, NOFOs, and policies. Throughout the award lifecycle or even after an award has been closed, FEMA or the pass-through entity may discover potential or actual noncompliance on the part of a recipient or subrecipient. This potential or actual noncompliance may be discovered through routine monitoring, audits, closeout, or reporting from various sources.

In the case of any potential or actual noncompliance, FEMA may place special conditions on an award per 2 C.F.R. §§ 200.208 and 200.339, FEMA may place a hold on funds until the matter is corrected, or additional information is provided per 2 C.F.R. § 200.339, or it may do both. Similar remedies for noncompliance with certain federal civil rights laws are authorized pursuant to 44 C.F.R. Parts 7 and 19.

In the event the noncompliance is not able to be corrected by imposing additional conditions or the recipient or subrecipient refuses to correct the matter, FEMA might take other remedies allowed under 2 C.F.R. § 200.339. These remedies include actions to disallow costs, recover funds, wholly or partly suspend or terminate the award, initiate suspension and debarment proceedings, withhold further federal awards, or take other remedies that may be legally available. For further information on termination due to noncompliance, see the section on Termination Provisions in the NOFO.

FEMA may discover and take action on noncompliance even after an award has been closed. The closeout of an award does not affect FEMA's right to disallow costs and recover funds as long the action to disallow costs takes place during the record retention period. *See* 2 C.F.R. §§ 200.334, 200.345(a). Closeout also does not affect the obligation of the non-federal entity to return any funds due as a result of later refunds, corrections, or other transactions. 2 C.F.R. § 200.345(a)(2).

The types of funds FEMA might attempt to recover include, but are not limited to, improper payments, cost share reimbursements, program income, interest earned on advance payments, or equipment disposition amounts.

FEMA may seek to recover disallowed costs through a Notice of Potential Debt Letter, a Remedy Notification, or other letter. The document will describe the potential amount owed, the reason why FEMA is recovering the funds, the recipient's appeal rights, how the amount can be paid, and the consequences for not appealing or paying the amount by the deadline.

If the recipient neither appeals nor pays the amount by the deadline, the amount owed will become final. Potential consequences if the debt is not paid in full or otherwise resolved by the deadline include the assessment of interest, administrative fees, and penalty charges; administratively offsetting the debt against other payable federal funds;

and transferring the debt to the U.S. Department of the Treasury for collection.

FEMA notes the following common areas of noncompliance for FEMA's grant programs:

- Insufficient documentation and lack of record retention.
- Failure to follow the procurement under grants requirements.
- Failure to submit closeout documents in a timely manner.
- Failure to follow EHP requirements.
- Failure to comply with the POP deadline.

8. Audits

FEMA grant recipients are subject to audit oversight from multiple entities including the DHS OIG, the GAO, the pass-through entity, or independent auditing firms for single audits, and may cover activities and costs incurred under the award. Auditing agencies such as the DHS OIG, the GAO, and the pass-through entity (if applicable), and FEMA in its oversight capacity, must have access to records pertaining to the FEMA award. Recipients and subrecipients must retain award documents for at least three years from the date the final FFR is submitted, and even longer in many cases subject to the requirements of 2 C.F.R. § 200.334. In the case of administrative closeout, documents must be retained for at least three years from the date of closeout, or longer subject to the requirements of 2 C.F.R. § 200.334. If documents are retained longer than the required retention period, the DHS OIG, the GAO, and the pass-through entity, as well as FEMA in its oversight capacity, have the right to access these records as well. *See* 2 C.F.R. §§ 200.334, 200.337.

Additionally, non-federal entities must comply with the single audit requirements at 2 C.F.R. Part 200, Subpart F. Specifically, non-federal entities, other than for-profit subrecipients, that expend $750,000 or more in federal awards during their fiscal year must have a single or program-specific audit conducted for that year in accordance with Subpart F. 2 C.F.R. § 200.501. A single audit covers all federal funds expended during a fiscal year, not just FEMA funds. The cost of audit services may be allowable per 2 C.F.R. § 200.425, but non-federal entities must select auditors in accordance with 2 C.F.R. § 200.509, including following the proper procurement procedures. For additional information on single audit reporting requirements, see section F of this NOFO under the header "Single Audit Report" within the subsection "Additional Reporting Requirements."
The objectives of single audits are to:

- Determine if financial statements conform to generally accepted accounting principles (GAAP);
- Determine whether the schedule of expenditures of federal awards is presented fairly;
- Understand, assess, and test the adequacy of internal controls for compliance with major programs; and
- Determine if the entity complied with applicable laws, regulations, and contracts or grants.

For single audits, the auditee is required to prepare financial statements reflecting its financial position, a schedule of federal award expenditures, and a summary of the status of prior audit findings and questioned costs. The auditee also is required to follow up and take appropriate corrective actions on new and previously issued but not yet addressed audit findings. The auditee must prepare a corrective action plan to address the new audit findings. 2 C.F.R. §§ 200.508, 200.510, 200.511.

Non-federal entities must have an audit conducted, either single or program-specific, of their financial statements and federal expenditures annually or biennially pursuant to 2 C.F.R. § 200.504. Non-federal entities must also follow the information submission requirements of 2 C.F.R. § 200.512, including submitting the audit information to the Federal Audit Clearinghouse within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The audit information to be submitted include the data collection form described at 2 C.F.R. § 200.512(c) and Appendix X to 2 C.F.R. Part 200 as well as the reporting package described at 2 C.F.R. § 200.512(b).

The non-federal entity must retain one copy of the data collection form and one copy of the reporting package for three years from the date of submission to the Federal Audit Clearinghouse. 2 C.F.R. § 200.512; *see also* 2 C.F.R. § 200.517 (setting requirements for retention of documents by the auditor and access to audit records in the auditor's possession).

FEMA, the DHS OIG, the GAO, and the pass-through entity (if applicable), as part of monitoring or as part of an audit, may review a non-federal entity's compliance with the single audit requirements. In cases of continued inability or unwillingness to have an audit conducted in compliance with 2 C.F.R. Part 200, Subpart F, FEMA and the pass-through entity, if applicable, are required to take appropriate remedial action under 2 C.F.R. § 200.339 for noncompliance, pursuant to 2 C.F.R. § 200.505.

Appendix A – FY 2020 AFG Program Updates

Appendix A contains a brief list of changes between FY 2019 and FY 2020 to the AFG Program.

New for FY 2020

The FY 2020 AFG Program NOFO contains some changes to definitions, descriptions and priority categories. Changes to the FY 2020 AFG Program NOFO include:

- Under sections D – Application and Submission Information, E – Application Review Information, F – Federal Award Administration Information, G – DHS Awarding Agency Contact and Resource Information, and H – Additional Information:
  - Various grants management changes due to recent OMB revisions to 2 C.F.R., particularly regarding SAM registration, performance measures, procurement, closeout, and termination

- Under Federal Award Information:
  - Period of performance for AFG Program awards is 24 months

- Under Supporting Definitions:
  - Paid on-call/Stipend departments are added to the definition of Combination Fire Department

- Under Application Tips:
  - Explanation of AFG Program-approved seated riding positions was added

- Under Training Activity:
  - Rental of Audio/Visual equipment was added as eligible activity

- Under Operations and Safety Activity:
  - Radio over Internet Protocol (Rip) communication equipment was added as a Medium Priority
  - Integrated thermal imaging cameras were added under ineligible list under PPE category

- Under Modifications to Facility Activity:
  - Intruder alerting systems and deployment notification systems were added as ineligible

- Under Regional Applications:
  - Guidance requiring purchases from same vendor added

- Under EHP
  - Updated process for EHP added

- Under Award Administration Information (Appendix C):
    - Updated process for Economic Hardship Waiver added
    - Excess Funds Restrictions specifies High Priority items as eligible under this option
    - Updated instruction on supporting documentation is added for advance and reimbursement payment request

Appendix B –Programmatic Information and Priorities

Appendix B contains details on AFG Program information and priorities. Reviewing this information may help applicants make their application(s) more competitive.

A. Ineligible Applications and/or Organizations

FEMA considers two or more separate fire departments or nonaffiliated EMS organizations with different funding streams, personnel rosters, and EINs but sharing the same facilities as being separate organizations for the purposes of AFG Program eligibility. If two or more organizations share facilities and each submits an application in the same program area (i.e., Equipment, Modify Facilities, PPE, Training, and Wellness and Fitness Programs), FEMA reserves the right to review all of those program area applications for eligibility. This determination is designed to avoid the duplication of benefits.

Examples of ineligible applications and/or organizations include:

- Although fire departments and nonaffiliated EMS organizations may share some common program priorities, there are some restricted activities for nonaffiliated EMS organizations; nonaffiliated EMS organizations are not eligible to request any activity that is specific or unique to structural/proximity/wildland firefighting gear.
- Fire departments that are a Federal Government entity, or contracted by the Federal Government, and are solely responsible under a formally recognized agreement for suppression of fires on federal installations or land.
- Fire departments or nonaffiliated EMS organizations that are not independent entities but are part of, controlled by, or under the day-to-day operational command and control of a larger department, agency or AHJ.
  - However, if a fire department is considered to be the same legal entity as a municipality or other governmental organization, and otherwise meets the eligibility criteria, that municipality or other governmental organization may apply on behalf of that fire department as long as the application clearly states that the fire department is considered part of the same legal entity.
- Fire-based EMS organizations are not eligible to apply as a nonaffiliated EMS organization.
- Auxiliaries, hospitals or fire service associations or interest organizations that are not the AHJ over the applicant.
- State or local agencies, or subsets of any governmental entity, or any authority that do not meet the requirements as defined by 15 U.S.C. §2229(a), (c).
- If an applicant submits two or more applications for the same equipment or other eligible activity (for example, if an applicant submits two or more applications, one under the Regional activity, and one under the Operations and Safety activity for SCBA), both applications may be disqualified. If an applicant submits two separate applications for the same activity (i.e., two separate vehicle applications for exactly the same type of vehicle) during the same application period, both applications may be disqualified.
  - This is different from when where an entity is applying on behalf of other organizations that are agencies or instrumentalities of the applicant (e.g.,

multiple fire departments under the same county, city, borough, parish, or other municipality). In that situation, the applicant may request the same activity as long as the application clearly states which costs under the activity (including quantities if applicable) is for which agency/instrumentality. This is permissible even if that entity submits multiple applications across regional versus direct applications.

- Eligible applicants may submit only one application for each activity (Operations and Safety or Regional) but may submit for multiple projects within each activity. Under the Vehicle Activity, applicants may submit one application for vehicles for their department and one separate application for a Regional vehicle (the same vehicle may not be requested for both purposes). All submissions of duplicate applications may be disqualified.
- Dive teams, search and rescue squads, or similar organizations that do not provide medical transport.
- Fire departments, regional, or nonaffiliated EMS organizations that are for profit.

B. Supporting Definitions for this NOFO

AHJ is that person or office charged with enforcing the NFPA codes (Per NFPA101-2015 Edition: Life Safety Code).

Automatic Aid is a plan developed between two or more fire departments for immediate joint response on first alarms, (Per NFPA 1710 – 2016 edition and NFPA 1720 – 2014).

Career Fire Department, as defined in 15 U.S.C. § 2229, means a fire department that has an all-paid force of firefighting personnel other than paid-on-call firefighters.

Combination Fire Department, as defined in 15 U.S.C. § 2229, means a fire department that has paid firefighting personnel and volunteer firefighting personnel. FEMA considers a fire department with firefighting personnel paid a stipend on a per event basis, or paid on-call, to be a combination fire department.

Mutual Aid is a written intergovernmental agreement between agencies and/or jurisdictions stating that they will assist one another on request by furnishing personnel, equipment, and/or expertise in a specified manner (NFPA 1710 Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments, 2016 edition and NFPA 1720 Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Volunteer Fire Departments, 2014 Edition).

Metro Department is a metropolitan fire department that has a minimum staffing of 350 career firefighters as defined by the International Association of Fire Chiefs (IAFC). DHS/FEMA collects information on metro departments for statistical purposes only. Status as a metro department is not a factor in scoring or funding.

Primary First Due is a geographic area surrounding a fire station in which a company from that station is projected to be first to arrive on the scene of an incident. NFPA 1710; 3.3.28. https://www.nfpa.org/Codes-and-Standards/All-Codes-and- Standards/Free-access.

Volunteer fire department, as defined in 15 U.S.C. § 2229, means a fire department that has an all-volunteer force of firefighting personnel.

C. Community Classifications

The information the applicant organization supplies in Department Characteristics I and II of the AFG Program application determines whether the jurisdiction is identified by FEMA as urban, suburban, or rural. The community classification will determine the funding priority.

The US Census Bureau's urban-rural classifications are fundamentally a delineation of geographical areas. For more information, please visit https://www.census.gov/programs-surveys/geography/guidance/geo-areas/urban-rural.html.

FY 2020 demographics for determining urban, suburban, or rural include:

Community	Urban	Suburban	Rural
Population of primary first due response area	>3,000 sq. mi. or 50,000 + population	1,000-2,999/sq. mi. or 25,000-50,000 population	0-999/sq. mi. or <25,000 population
Water Supply (percentage of primary first due response area covered by hydrant service)	75-100% hydrants (municipal water)	50-74% hydrants	<50% hydrant
Land Use within primary first due response area	<25% for agriculture (based on zoning) industrial and commercial combined >50%	25-49% used for agriculture (based on zoning) industrial and commercial combined >25%-49%	50% used for agriculture (based on zoning) industrial and commercial combined <25%
Square miles within primary first due response area per station	<3 sq. mi. per station	3-9 sq. mi. per station	>10 sq. mi. per station

D. Application Tips

The following information may be useful when preparing a competitive application:

- NFPA – "FREE ACCESS" - As part of its commitment to enhancing public safety and supporting the emergency responder, the NFPA makes its codes and standards available online for free. Please visit: http://www.nfpa.org/freeaccess.

- Regional Applicants are eligible to only apply for Training, Equipment, and/or PPE within Operations and Safety, and Vehicle Acquisition, and Wellness & Fitness.
- SFTA Applicants are only eligible to apply for Equipment, and/or PPE within Operations and Safety, and Vehicle Acquisition.
- Successful Regional applicants will be subject to the funding limitations based on the total population served by the host and participating partners. Any Regional award made will impact or be included in the host organization's funding limitations.
- Applications differ based on the applicant type. For example, the SFTA application for a vehicle will be different from the fire department application for a vehicle. Be sure to select the appropriate applicant type when applying.
- Fire Departments or nonaffiliated EMS organizations that are part of a larger organization with a broader scope should apply through the larger organization to avoid limiting eligible activities. For example, a rescue squad that periodically participates in structural firefighting and that belongs to a county fire and rescue agency should apply through the county for structural PPE; in other words, the county should apply on behalf of the rescue squad.
- FEMA recognizes the number of seated riding positions in front line apparatus as a reasonable measurement of the quantity of PPE or relevant equipment (radios, etc.) to be funded. Exceptions to the front-line seated riding position count may be considered by FEMA if compelling need to include seated riding positions in reserve apparatus can be demonstrated and justified. Applicants that seek to include reserve apparatus seated riding positions in the total seated riding position count must submit a justification narrative.

E. <u>Restrictions on Use of Award Funds</u>

- No AFG Program funds may be used to support hiring (part-time or full-time), salaries, benefits, or fringe benefits (including but not limited to contributions for social security, insurance, workers' compensation, pension, or retirement plans) for any personnel.
- Documented back fill and/or overtime/lost wages costs to support awarded training activities are allowable personnel expenses.
- Instructor's rates/base rates should be provided as part of the application narrative, as well as the market researched competitive rate for delivering the requested training.
- If the instruction provided for an awarded training activity is delivered by an existing member(s) of the recipient's organization, only the established base rate of compensation, without benefits or overtime, may be eligible for reimbursement.
- Recipients are encouraged to allow other organizations to benefit from an awarded activity; e.g., filling another organization's SCBA cylinders using a grant funded compressor, or cleaning another organization's turnout gear, or offering excess capacity training opportunities (if recipients choose to include costs associated with shared benefit [e.g., backfill, overtime, tuition] for members outside of their department, they must apply as a Regional application).
- Under the Operations and Safety Activity, when requesting additional funding in the request detail section of an application, items being requested may only be from that same Activity's area. Furthermore, improperly requesting a grant award for an

activity that is not an Operations and Safety Activity may disqualify the request, for example:

- Do not request a cascade system under PPE (cascade systems are classified as equipment).
- Do not request Rapid Intervention Team (RIT) packs under PPE (RIT packs are classified as equipment).
- Do not request a Personal Safety/Rescue Bailout System under equipment (a Personal Safety/Rescue Bailout System is classified as PPE).

F. Funding Priorities

I. Operations and Safety – Training Overview

FEMA has determined that hands-on, instructor-led training that meets a national, state, or DHS adopted standard and results in a national or state certification provides the greatest training benefit.

All of the following are considerations in pre-scoring and peer review determinations: HIGH (H), MEDIUM (M), LOW (L)

Fire Department and Regional Training Priorities by Purpose	
H	• Training evaluated using national or state standards
H	• Training that brings a department into compliance with recommended NFPA or other national standards
H	• Instructor-led training that requires student testing to demonstrate academic competence or practical proficiency
H	• Training that benefits the highest percentage of applicable personnel, such as the hazardous materials training within a fire department or training that will be open to other eligible organizations
M	• Training that does not result in certification
M	• Training that is self-directed/validated
L	• Training that will address an identified risk however it is not associated with compliance to any standards

Fire Department and Regional Training Priorities by Course Type				
Training	**NFPA #**	**Urban**	**Suburban**	**Rural**
NFPA 1001 (firefighter I, II)	1001	H	H	H
NFPA (instructor)	1041	H	H	H
NFPA 472 (Hazmat operations)	472/1072	H	H	H
NFPA 1581(infection control)	1581	H	H	H
Confined space (awareness)	1670	H	H	H
Wildland firefighting (basic)	1143	H	H	H
Wildland firefighting certification (red card)	1051/1143	H	H	H
Wildland Fire Officer	1051	H	H	H
Rapid intervention training	1407	H	H	H
NFPA (officer)	1021	H	H	H
Emergency Medical Responder		H	H	H
Firefighter safety and survival	1407	H	H	H
Safety officer	1521	H	H	H
Driver/operator	1002	H	H	H

Fire Department and Regional Training Priorities				
Training	**NFPA #**	**Urban**	**Suburban**	**Rural**
Fire prevention	1037/1730	H	H	H
Fire inspector	1031	H	H	H
Fire investigator	1033	H	H	H
Fire educator	1035	H	H	H
NIMS/Incident Command System (ICS)	1561	H	H	H
Emergency scene rehab	1584	H	H	H
Critical Incident debriefing/Crisis Intervention	1500/1583	H	H	H
Any training to a National/State or NFPA standards		H	H	H

Fire Department and Regional Training Priorities by Course Type				
Compliance with federal/state-mandated program		H	H	H
Rescue Technician	1006/1670	H	H	H
Emergency Medical Technician		H	H	H
Advanced Emergency Medical to Paramedic		H	H	H
Paramedic to Community Paramedic		H	H	H
Vehicle rescue	1670	H	H	H
Another officer	1021	H	H	M
NFPA [Aircraft Rescue Firefighting (ARFF)]	1003/402	H	H	M
Weapons of Mass Destruction (WMD)	472/1072	H	H	H
Mass casualty		H	H	H
Hazmat (technician)	472/1072	H	H	H
Training to address a local risk not elevated to a national or state		M	M	M
Specialized Training		M	M	M
Maritime Firefighting	1405/1925/1005	L	L	L
Instructor-led training that does not lead to certification		L	L	L
Self-taught courses		L	L	L
Training not elevated to a national or state standard		L	L	L

Funding Priorities for Fire Departments and Nonaffiliated EMS Organizations Training

The AFG Program provides training grants to meet the educational and performance requirements of fire departments and nonaffiliated EMS personnel. Training should align with the U.S. National Highway Traffic Safety Administration (NHTSA), which designs and specifies a National Standard Curriculum for Emergency Medical Technician (EMT) training and the National Registry of Emergency Medical Technicians (NREMT), a private, central certifying entity whose primary purpose is to maintain a national standard (NREMT also provides certification information for paramedics who relocate to another state).

A higher priority is assigned to the following due to time and cost of upgrading an organization's response level:

- Organizations seeking to elevate the response level from Emergency Medical Responder (EMR) to EMT.
- Organizations seeking to elevate the response level from Advanced EMT (AEMT) to Paramedic.
- Organizations seeking to train Community Paramedics: Organizations seeking to train a high percentage of the active EMRs will receive additional consideration when applying under the Training activity.

Eligible Training Activities for Fire Departments and Regional Applications include but are not limited to:	
• Train-the-trainer courses • Alternative fuel firefighting • Response to natural disasters • Minor interior alterations (requested under Additional Funding and limited to $10,000 total expenditure to support the awarded Training activities (e.g., removal/construction of a non-weight bearing wall) • Overtime expenses paid to career firefighters to attend training or to backfill positions for colleagues who are in training • Rental of facilities to conduct training • Rental of Audio/Visual equipment • Travel expenses associated with attendance at a formal training course or conference (mileage, hotel, and lodging expenses) • Compensation to volunteers (Fire and nonaffiliated EMS) for wages lost to attend training; there is no overtime or backfill for volunteers • Tuition, exam/course fees, and certifications/certification expenses	• Purchase of training curricula and training services (instructors) • Chemical Biological Radiological Nuclear and Explosive (CBRNE) awareness, performance, planning, and management • Travel expenses associated with Type 3 Incident Management Teams (IMT) attending position development/mentoring assignment with national Type 2 or Type 1 IMTs • Those supplies or expendables for one time- use items essential for an award's scope of work, such as foam, breaching materials (e.g., wood or sheetrock) for ventilation or rescue props, or the amount of fuel required to sustain an awarded live fire training activity, or per NFPA 1403 Standard on Live Fire Training Evolutions, reasonable safety mitigations to a structure acquired for training • Props (single-use or permanent) for training programs cannot exceed $50,000 for Operation and Safety requests. This does not apply to SFTA requests

Ineligible Training Activities for Fire Departments and Regional Applications include but are not limited to:	
• Construction of facilities (buildings, towers, sheds, etc.) • Firefighting equipment or PPE, such as SCBA, used exclusively for training • Remodeling not directly related to grant activities • Any costs associated with planning and/or participating in formal or planned special event exercises to identify user needs, evaluate an organization's performance capabilities, validate existing capabilities, or to facilitate coordination and asset sharing • Firefighting equipment and PPE rental, as well as training facility personnel costs (such as facility maintenance, cleaning, safety officer services, etc.)	• Site preparation to accommodate or modify any training activity, facility, or prop that is a permanent or semi- permanent improvement, including but not limited to: landscaping, cutting or grading an access road, trenching, paving a training area, exterior stairs or sidewalks, or the installation of utilities is an ineligible and non-reimbursable Training activity • Purchase or lease of real estate (this does not preclude departments from securing necessary training facilities such as classrooms, use of towers, training props, etc.) • Purchase of Unmanned Aerial Vehicles (UAVs) and Drones • Food and beverages

Eligible Nonaffiliated EMS Training Activities include but are not limited to:	
• EMR • EMT • Advanced EMT (AEMT) • AEMT to Paramedic • Paramedic (Applicant must clearly demonstrate plan to accomplish paramedic training within the period of performance) • Community Paramedics (Paramedics with Primary Care certification) • Travel expenses associated with attendance at a formal training course or conference (air/rail transportation, mileage, hotel/lodging expenses), Note: Food and beverages are ineligible travel expenses	• Attendance at formal training forums or conferences providing continuing education credits, etc. • Overtime expenses paid to career nonaffiliated EMS responders to attend training or to backfill positions for colleagues who are in training • Compensation to volunteers (Fire and nonaffiliated EMS) for wages lost to attend training; there is no overtime or backfill for volunteers • Supplies or expendables or one- time use items essential to complete the training activity of a nonaffiliated EMS award's scope of work. Examples include bandages, splints, expendable respiratory supplies, etc.

II. Operations and Safety - Equipment Overview

AFG Program grants fund equipment for effective response, firefighting, rescue, and emergency medical operations to enhance the public safety.

Requests to replace obsolete or damaged equipment should enable the applicant to meet a consensus standard (e.g., a personal SCBA face piece for every operational member of an organization).

Reminder: When requesting training for any items in this section, enter the request under "Other" within "Additional Funding" in the "Request Details" section of the application. Make sure to identify the type and scope of training, time frame, etc. in the explanation section of additional funds. Training must be specific to the use of the equipment (i.e., vendor training) and not duplicative of courses listed under the Training activity.

NOTE:
- Accountability systems are located under equipment activity.
- All simulators, tow vehicles, and all mobile or fixed fire/evolution props (e.g., burn trailers, forcible entry, or rescue/smoke mazes) are located under the equipment activity.

All of the following are considerations in pre-scoring and peer review determinations:

NOTE: Equipment product lifecycles are assigned an age category of Short (5- 7 years), Intermediate (8-14 years), or Long (15-20 years). These age categories are used to compare like types of equipment of a similar age category. Under this system, an item that should have a useful life of 10 years is only compared against other items that have a similar lifecycle. An application does not score higher or lower based on the product lifecycle of an item. It only serves to ensure a more even scoring of equipment based on type.

Priority	Age Category	Fire and Fire Regional	SFTA
BASIC EQUIPMENT			
H	Intermediate	Air Compressor/Fill Station/Cascade System (Fixed or Mobile) for filling SCBA	Air Compressor/Fill Station/Cascade System (Fixed or Mobile) for filling SCBA
H	Long	Appliance(s)/Nozzle(s)/ Foam Educators	Appliance(s)/Nozzle(s)/ Foam Educators
H	Long	Basic Hand Tools (Structural/Wildland)	Basic Hand Tools (Structural/Wildland)
H	Intermediate	Electric/Gas Powered Saws/Tools	Electric/Gas Powered Saws/Tools
H	Short	Fit Tester	Fit Tester

Priority	Age Category	Fire and Fire Regional	SFTA
H	Intermediate	Hose (Attack/Supply)	Hose (Attack/Supply)
H	Short	Imminently Dangerous to Life or Health (IDLH) Monitoring Equipment	IDLH Monitoring Equipment
H	Immediate	IDLH Protection for Investigators (This is single-use respiratory protection)	
H	Long	Ladders	Ladders
H	Short	Personal Accountability Systems	Personal Accountability Systems
H	Intermediate	PPE Washer/Extractor/Dryer	PPE Washer/Extractor/Dryer
H M	Intermediate	Props: For Fire Department applicants: M For Regional Applicants: H	Props - H
H	Intermediate	RIT Pack/Cylinder	RIT Pack/Cylinder
M	Intermediate	Generator – Portable	Generator – Portable
H	Intermediate	Ropes, Harnesses, Carabiners, Pulleys, etc.	Ropes, Harnesses, Carabiners, Pulleys, etc.
H M	Short	Simulators - M	Simulators - H
H	Short	Thermal Imaging Camera (Must be NFPA 1801 compliant)	Thermal Imaging Camera (Must be NFPA 1801 compliant)
H	Short	Software and LMS to support training	Software and LMS to support training
M	Short	Computers used in support of training	Computers used in support of training
M	Short	Vehicle Mounted Exhaust Systems	Vehicle Mounted Exhaust Systems
M	Short	Mobile computing devices intended to be used on scene (Tablets)	Mobile computing devices intended to be used on scene (Tablets)
COMMUNICATIONS			
H	Intermediate	Base Station (must be P-25 Compliant)	Base Station (must be P-25 Compliant)
H	Intermediate	Headsets	Headsets
H	Intermediate	Mobile Radios (must be P-25 Compliant)	Mobile Radios (must be P-25 Compliant)
H	Intermediate	Mobile Repeaters (must be P- 25 compliant)	Mobile Repeaters (must be P-25 compliant)
H Rural	Intermediate	Pagers (limited to number of active members)	Pagers (limited to number of active members)

Priority	Age Category	Fire and Fire Regional	SFTA
H	Intermediate	Portable Radios (must be P-25 compliant, limited to number of AFG approved seated positions)	Portable Radios (must be P-25 compliant, limited to number of AFG approved seated positions)
M	Intermediate	Mobile Data Terminal (MDT)	MDT
M Urban/Sub-urban	Intermediate	Pagers (limited to number of active members)	Pagers (limited to number of active members)
M	Short	Cell phones/carrier plans/software specifically to enable RoIP	Cell phones/carrier plans/software specifically to enable RoIP
EMS EQUIPMENT			
H	Short	Airway Equipment (Non-Disposable)	Airway Equipment (Non-Disposable)
H	Short	Automated External Defibrillators (AEDs) BLS Level	AEDs BLS Level
H	Short	Automatic Chest Compression Device (CPR)	Automatic Chest Compression Device (CPR)
H	Short	EMS Training Aids	EMS Training Aids
H	Short	EMS/Rescue Equipment	EMS/Rescue Equipment
H	Short	Monitor/Defibrillator – 15 leads	Monitor/Defibrillator – 15 leads
H	Intermediate	Power Lift Cot	Power Lift Cot
H	Intermediate	Power Lift System	Power Lift System
H	Short	Pulse Oximeters	Pulse Oximeters
H	Short	Responder Rehab Equipment	Responder Rehab Equipment
L	Short	Portable Lift System (i.e., devices, hydraulic or electrical, used to assist with the lifting of patients that are not associated with cots)	Portable Lift System (i.e., devices, hydraulic or electrical, used to assist with the lifting of patients that are not associated with cots)
EXTRICATION			
H	Intermediate	Cutter/Spreader	Cutter/Spreader
H	Intermediate	Vehicle Extrication Equipment	Vehicle Extrication Equipment
HAZARDOUS MATERIALS (Hazmat)			
M	Intermediate	Basic Hazmat Response Equipment	Basic Hazmat Response Equipment
M	Intermediate	Decon, Clean-Up, Containment and Packaging Equipment	Decon, Clean-Up, Containment and Packaging Equipment
M	Short	Sampling Devices (Hazmat)	Sampling Devices (Hazmat)

Priority	Age Category	Fire and Fire Regional	SFTA
		SPECIALIZED	
H	Intermediate	Skid Unit	Skid Unit
M	Intermediate	Air Quality Device	Air Quality Device
M	Intermediate	Boats	Boats
M	Short	Marine equipment (NFPA 1925: Standard on Marine Fire-Fighting Vessels)	Marine equipment (NFPA 1925: Standard on Marine Fire-Fighting Vessels)
M	Intermediate	Mobile Generator	Mobile Generator
M	Intermediate	Portable Pump	Portable Pump
L	Short	Specialized Equipment (Other)	Specialized Equipment (Other)
		CBRNE EQUIPMENT	
L	Short	CBRNE-related Equipment	CBRNE-related Equipment
L	Short	Non-Disposable Biological Detection	Non-Disposable Biological Detection

Priority	Age Category	Tow Vehicles	Applicant Type
Note: Tow vehicles may be applied for under different application types with differing priority levels. Please reference the chart below when applying for tow vehicles.			
H	Long	Tow Vehicle	SFTA
H	Long	Tow Vehicle	Regional
L	Long	Tow Vehicle	Fire Department

Priority	Age Category	EMS	EMS Regional
		COMMUNICATIONS	
H	Intermediate	Base Station (must be P-25 Compliant)	Base Station (must be P-25 Compliant)
H	Intermediate	Mobile Radios (must be P-25 Compliant)	Mobile Radios (must be P-25 Compliant)
H	Intermediate	Mobile Repeaters (must be P-25 Compliant)	Mobile Repeaters (must be P-25 Compliant)
H	Intermediate	Pagers (limited to number of active members)	Pagers (limited to number of active members)

Priority	Age Category	EMS	EMS Regional
H	Intermediate	Portable Radios (must be P-25 Compliant, limited to number of AFG approved seated positions)	Portable Radios (must be P-25 Compliant, limited to number of AFG approved seated positions)
M	Intermediate	MDT	MDT
M	Intermediate	Headsets	Headsets
M	Short	Cell phones/carrier plans/software specifically to enable RoIP	Cell phones/carrier plans/software specifically to enable RoIP
EMS EQUIPMENT			
H	Short	ALS/BLS Equipment	ALS/BLS Equipment
H	Short	Airway Equipment (Non- Disposable)	Airway Equipment (Non-Disposable)
H	Short	AEDs BLS Level	AEDs BLS Level
H	Short	Automatic Chest Compression Device (CPR)	Automatic Chest Compression Device (CPR)
H	Short	EMS Training Aids	EMS Training Aids
H	Short	Monitor/Defibrillator - 15 leads	Monitor/Defibrillator - 15 leads
H	Intermediate	Power Lift Cot	Power Lift Cot
H	Intermediate	Power Lift System	Power Lift System
H	Short	Responder Rehab Equipment	Responder Rehab Equipment
H	Short	Suction	Suction
M	Short	Computers used in support of training	Computers used in support of training
M	Short	Mobile computing devices intended to be used on scene (tablets)	Mobile computing devices intended to be used on scene (tablets)
L	Short	Portable Lift System (i.e., devices, hydraulic or electrical, used to assist with the lifting of patients that are not associated with cots)	Portable Lift System (i.e., devices, hydraulic or electrical, used to assist with the lifting of patients that are not associated with cots)

Priority	Age Category	EMS	EMS Regional
HAZ-MAT			
M	Intermediate	Basic Hazmat Response Equipment	Basic Hazmat Response Equipment
M	Intermediate	Decon, Clean-Up, Containment and Packaging Equipment	Decon, Clean-Up, Containment and Packaging Equipment
M	Short	Sampling Devices (HazMat)	Sampling Devices (HazMat)

Fire Department, Nonaffiliated EMS, Regional, and SFTA Equipment Priorities		
Priority		**Definition**
H	Obtain equipment to achieve minimum operational and deployment standards for existing missions	Applies to requests for equipment needed, and not currently owned, to achieve minimum operational and deployment standard for a department's existing mission requirements. The AFG Program will only fund basic equipment not listed in NFPA 1901/1906 chapters 1 to 28.
H	Replace unusable/unrepairable equipment to meet current standard	Applies to equipment that is no longer usable because it is broken and/or damaged beyond repair. Replacement equipment requested under a grant must meet the most current and appropriate standards for that type of equipment.
H	Replace non-compliant equipment to current standard	Applies to equipment that is deemed obsolete and/or is out of compliance with current standards for that type of equipment. Equipment requested under this reason for purchase has not been deemed inoperable, and while it may not be compliant with current standards it is not broken, damaged, or otherwise unusable.

Fire Department, Nonaffiliated EMS, Regional, and SFTA Equipment Priorities		
M	Obtain equipment for new mission	Applies to requests for equipment supplies or inventories that are intended to fulfill minimum services requirements associated with new missions that a department is taking on and building the capability for but has not been previously fulfilled. For example, this may include, but is not limited to, establishing a new hazmat capability or Swift Water Rescue capability.
L	Upgrade technology to current standard	Applies to requests for equipment that may or may not be owned, but newer technology is available.

Additional Considerations for Fire Department, Nonaffiliated EMS, Regional, and SFTA Equipment Priorities

- Equipment that has a direct effect on firefighters' health and safety
- Age of equipment considered for replacement
- Equipment that operationally benefits other jurisdictions
- Equipment that brings the department into compliance with a national recommended standard, (e.g., NFPA or statutory compliance like OSHA)

Eligible Fire Department, Nonaffiliated EMS, Regional, and SFTA Equipment Activities include but are not limited to:	
• Shipping, taxes, assembly and installation of the requested equipment • Extended warranties and service agreements if acquired concurrent with initial acquisition • Minor interior alterations (requested under Additional Funding and limited to $10,000 total expenditure) to support the awarded Equipment activities (e.g., removal /construction of a non-weight bearing wall) • Equipment for response to incidents involving CBRNE/WMD	• Training specific to the requested equipment • Requested support activities for Equipment requiring supplies or expendables or "onetime" use items essential for an award's scope of work, such as foam, breaching materials (e.g., wood or sheetrock) for ventilation or rescue props, or the amount of fuel required to sustain an awarded live fire training activity, or per NFPA1403 Standard on Live Fire Training Evolutions, reasonable safety mitigations to a structure acquired for training

Ineligible Fire Department, Nonaffiliated EMS, Regional, and SFTA Equipment Activities include but are not limited to:	
• Construction of facilities, such as buildings, towers, sheds to house communications • All fixed non-mobile repeaters or fixed site amplifiers • Sirens or other outdoor warning devices • Signage of any kind • Phones (telephone/satellite/cell) • Investments in emergency communications systems and equipment must meet applicable SAFECOM Guidance • Personal Safety/Rescue Bailout System (PPE) • Computer assisted dispatch (CAD) systems and software, geographic information systems (GIS), dispatch consoles, workstations and office furniture • Nonaffiliated EMS expendable supplies (including, but not limited to medications)	• Utility Vehicles and All-Terrain Vehicles (UTV/ATV) • UAVs and Drones • Bomb disposal equipment and robots • Mobile radios for personally owned vehicles (except Chief Fire Officer's personal vehicle if justified) • Those supplies or expendables or common one-time use items such as foam, soaps, disinfectant wipes, medical gowns/gloves, bandages, any drug, intravenous bags/fluids, defibrillator pads/electrodes, syringes, cervical collars, batteries, exhaust system filters and splints • Flashover or other simulators/props that do not meet NFPA 1402 or 1403 standard (homemade or aftermarket simulators) • Subscriptions, memberships, equipment rental or lease to purchase

IMPORTANT: The only eligible AFG Program activity for interoperable communications equipment is the acquisition of P-25 compliant equipment.

- P-25 compliant interoperable communications equipment has a digital platform that is programmable, scalable, and can communicate in analog mode with legacy radios, and in both analog and digital mode with other P-25 equipment. P-25 compliance enhances interoperability, allowing first responders to communicate with each other to coordinate their response to and mitigate all hazards.
- The procurement of interoperable communications equipment that does not meet P-25 compliance is unallowable.
- There are no waivers for P-25 waivers compliance. All recipients awarded activities with emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.
- The technical specifications for FY 2018 SAFECOM Guidance on Emergency Communications Grants is available at https://www.dhs.gov/safecom/blog/2018/05/16/release-fy-2018-safecom-guidance-emergency-communications-grants.

  It is the recipient's responsibility to obtain documented evidence that the equipment to be acquired has been tested and passed all the applicable P-25

requirements and the recipient shall be able to produce such documentation to FEMA upon request.
- AFG Program applicants are not required to identify a specific P-25-compliant product in their application narrative, but they must affirm that the interoperable communications equipment requested or acquired will be P-25 compliant.

Note: Recipients using FY2020 AFG Program funds to support emergency communications activities should review and comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. Communication equipment (e.g., portable radios) would be included in this standard. Recipients investing in emergency communications must ensure their projects support the Statewide Communications Interoperability Plan (SCIP) for their state.

III. Operations and Safety - Personal Protective Equipment (PPE) Overview

AFG Program funds used to acquire PPE may only be used to acquire compliant PPE for firefighting and nonaffiliated EMS personnel. Only the acquisition of PPE compliant with the most current edition of NFPA 1971, 1976, 1977, 1981, and 1999, are eligible activities. The acquisition of used, refurbished or updated PPE will be ineligible for reimbursement.

PPE requested should have the goal of increasing firefighter safety. When requesting to replace noncompliant or inoperable/unusable/unrepairable PPE (e.g., Turnout Gear and SCBA), applicants will be asked to provide the age of the items being replaced. All PPE items in the current inventory must be accurately described and accounted for in the application narrative.

Based in part on NFPA 1851, Standard on Selection, Care, and Maintenance of Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting, in order for PPE (to include SCBA) to be considered noncompliant, the items must be a minimum of 2 NFPA cycles and 10 years of age or older from the date they were manufactured.

Training for requested PPE
• Applicants must certify that all grant-funded PPE will only be used by sufficiently trained personnel (failure to meet this requirement will result in the request for funding deemed ineligible). • If applicants are requesting training to support a PPE activity, it must be entered in the “Additional Funding” section within the “Request Details” section of the application.

- Acquiring or replacing an individual SCBA face piece for each operational member of an organization is High H Priority. To the extent a request for additional face pieces exceeds any face pieces requested as part of an SCBA unit, that request should be entered as a separate request line item and will not be considered a request "to increase supplies" (e.g., the applicant has the need for 35 Face Pieces, and requested 25 SCBA Units, applicants should separately request 10 additional Face Pieces).

- FEMA considers a complete set of Structural/Proximity PPE Turnout Gear to be comprised of these NFPA 1971 or 1976 compliant components: one pair of pants, one coat, one helmet, two hoods, one pair of boots, two pairs of gloves, and one pair of suspenders, one pair of goggles. In the AHJ where additional PPE such as a Personal Safety/Rescue Bailout System is statutorily required, FEMA will consider all statutorily required items to be part of a complete PPE set.
- FEMA considers a complete set of EMS PPE Turnout Gear to be comprised of these NFPA 1999 compliant components: one pair of pants, one coat, one helmet, one pair of boots, one pair of gloves, one pair of suspenders and one pair of goggles.
- FEMA considers a complete set of Wildland PPE Turnout Gear to be comprised of these NFPA 1977 compliant components: one pair of pants, one coat, one jumpsuit, one helmet, one pair of boots, one pair of gloves, one pair of suspenders, one pair of goggles, one fire shelter, web gear, backpack and canteen/hydration system. (**Note: funding is limited to (1) set of PPE Turnout Gear per person.**)
- FEMA considers a complete SCBA unit to be comprised of a harness/backpack, one face piece and two cylinders. The following are considerations in pre-scoring and peer review determinations:

Fire Department, Nonaffiliated EMS, Joint/Regional, and SFTA PPE Priorities		
Priority	**Activity**	**Definitions**
H	Replace unusable/unrepairable PPE to meet current standard	Applies to PPE-Turnout Gear that is no longer usable because it is broken and/or damaged beyond repair. (This turnout gear is out-of-service and not being worn by emergency responders.) All PPE-Turnout gear requested under a grant must meet the appropriate standards for PPE-Turnout Gear. Departments requesting entire inventory replacement under this purpose will be required to provide documentation to validate inventory condition.
H	Increase supply for new hires and/or existing firefighters that do not have one set of turnout gear (PPE) or allocated seated positions (SCBA)	Applies to PPE-Turnout Gear for new firefighters (i.e. new hires or volunteer recruits) and/or existing firefighters that do not currently have one set of PPE-Turnout Gear.

Fire Department, Nonaffiliated EMS, Joint/Regional, and SFTA PPE Priorities		
M	Replace noncompliant PPE to current standard	Applies to PPE-Turnout Gear that is deemed obsolete and/or is out of compliance with current standards for PPE-Turnout Gear. PPE-Turnout Gear to be replaced, it has not been deemed inoperable, and while it may not be compliant with current standards it is not broken, damaged, or otherwise unusable.

Fire Department, Nonaffiliated EMS, Regional, and SFTA SCBA Priorities	
H	**Note:** FEMA considers SCBA (PPE) noncompliant if it is a minimum of two NFPA cycles and 10 years of age or older, from the date of manufacture. • Replace unusable or unrepairable equipment to current standard, NFPA 1981, 2002 Edition or prior. (These SCBA(s) are out-of-service and not being used by emergency responders). • Increase supply for new hires and/or existing firefighters that do not have one set of SCBA for allocated seated positions. • Funding every operational member with their own individual face piece.
M	• Replace noncompliant PPE to upgrade technology.

Additional Considerations for Fire Department, Nonaffiliated EMS, Regional, and SFTA SCBA Priorities
• Applicants will be required to provide the age of the PPE being replaced. • Priority of the requested PPE is a factor. • Call volume can contribute to the justification for new risk. • Applicants with the oldest PPE and/or trying to bring the department into 100 percent NFPA compliance or the number of active members who will have compliant gear.

PPE List	
Structural/Proximity - H	
• American National Standards Institute (ANSI) Traffic Vests • Boots • Coats • Complete Set of Turnout Gear • Gloves • Goggles	• Helmets • Hoods • Pants • Pass Devices • Personal Safety/Rescue Bailout System • Suspenders

PPE List	
Respiratory - H	
• Air-Line Unit • Face Pieces • Respirators	• SCBA Spare Cylinders • SCBA (SCBA Unit includes: Harness/Backpack, Face Piece, and2 cylinders)
Wildland - H	
• Jumpsuits/Coveralls • Boots • Coats • Pants • Suspenders	• Goggles • Shelters • Web Gear/Backpacks • Canteens/Hydration Systems • Helmets • Hoods
Specialized PPE - M	
• Ballistic Protective Equipment (BPE), which includes one vest, one helmet, one triage bag, one pair of goggles • Chemical/Biological Suits (Must conform to NFPA 2012 edition) • Encapsulated Suits	• Extrication Clothing/Rescue Clothing • Proximity Suits • Splash Suits • Wet and Dry Suits

Eligible Fire Department, Nonaffiliated EMS, Joint/Regional and SFTA PPE Activities include but are not limited to:	
• ANSI approved retro-reflective highway apparel • Training for requested PPE	• Customized helmet shields • Level C suits • Personal Safety/Rescue Bailout System

Ineligible Fire Department, Nonaffiliated EMS, Regional and SFTA PPE Activities include but are not limited to:	
• Three-quarter length rubber boots • Uniforms (formal/parade or station/duty) and uniform items (hats, badges, etc.) • Rapid Intervention Packs • Gear Bags • Personal Safety/Rescue Bailout System for nonaffiliated EMS organizations • Food and beverages • Integrated thermal imaging cameras (TIC) with heads-up display **Note:** Where bailout system is statutorily required, FEMA will consider all statutorily required items to be part of a complete PPE set	• Bomb disposal suits • Any communications equipment (e.g., radios and pagers) in the PPE section • Structural, proximity, wildland firefighting gear, or rescue and extrication gear for nonaffiliated EMS organizations • Any decals, embroidery, engraving, flags, graphics, logos, vehicles, and PPE Turnout lettering that customizes awarded items beyond the normal expectation (except customized helmet shields) • Funding is limited to one set of PPE Turnout Gear per person • Equipment rental or lease to purchase

IV. Operations and Safety - Wellness and Fitness Overview

Wellness and Fitness activities are intended to strengthen emergency responders so that their mental, physical, and emotional capabilities are resilient enough to withstand the demands of all hazardous operations. In order to be eligible for funding, applicants must offer, or plan to offer, all five of the following Priority 1 activities as discussed in the table below.

Note: The AFG Program has added cancer screening programs as an eligible item.

Fire Department and Nonaffiliated EMS Wellness and Fitness Priorities
Priority 1 - Below are the five activities required for a complete Wellness and Fitness program. • Initial medical exams • Job-related immunization • Annual medical and fitness evaluation • Behavioral health • Cancer Screening Program to meet NFPA 1582 NOTE: Applicants are encouraged to review NFPA 1583 for guidance on the minimum requirements for the development, implementation and management of a health-related fitness program. **Priority 2 -** Applicants may only apply for Priority 2 Items if the applicant offers or is requesting a combination of the five activities required under Priority 1.

Fire Department and Nonaffiliated EMS Wellness and Fitness Priorities

- Candidate physical ability evaluation.
- Injury/illness rehab.
- Formal fitness, injury prevention.
- International Association of Fire Fighters (IAFF) or IAFC peer fitness trainer program, (including transportation, travel, overtime/backfill, and reasonable expenses associated with member participation in Train- the-Trainer for IAFC/IAFF and implementation of a peer fitness trainer programs). Core components included in a firefighter fitness assessment include:
    - Aerobic Capacity
    - Body Composition
    - Muscular Strength
    - Muscular Endurance, and
    - Flexibility

Departments that have some of the Priority 1 programs in place must apply for funds to implement the missing Priority 1 programs before applying for funds for any additional program or equipment within this activity. In addition, for all AFG Programs, all grant-funded physicals (except those for explorers) must meet NFPA 1582 standards (Chapter 6, Medical Evaluations of Candidates 6.1 and Chapter 9, Essential Job Tasks — Specific Evaluation of Medical Conditions in Members). The cost of physicals should be based on local physician or health center prices. Detailed information on implementing NFPA 1582 physicals can be found at https://www.fstaresearch.org/roadmap.

Applicants should note that FEMA is working with the NFPA Technical Committee on Fire Service Occupational Safety and Health to evaluate whether the NFPA 1582 standard complies with applicable federal civil rights laws. No decisions have been made and FEMA will issue additional guidance if and when more information becomes available.

NOTE: Simultaneous requests for Priority 1 and Priority 2 activities will receive a lower funding consideration than requests that complete the bundle of the five Priority 1 activities. Applicants should review Health Related Fitness Programs as outlined in NFPA 1583 which is summarized below.

NFPA 1583 Standards on Health-Related Fitness Programs for Fire Department Members

Scope. This standard establishes the minimum requirements for the development, implementation, and management of a health-related fitness program (HRFP) for members of the fire department involved in emergency operations.

Purpose.

The purpose of this standard is to provide the minimum requirements for a health- related fitness program for fire department members that enhances the members' ability to perform occupational activities efficiently and safely and reduces the risk of injury, disease, and premature death.

This document is intended to help fire departments develop a health-related fitness program for fire department members that requires mandatory participation but is not punitive.

This document is not intended to establish physical performance criteria.

Eligible Fire Department and Nonaffiliated EMS Wellness and Fitness activities include but are not limited to:	
• The five Priority 1 items, initial medical exams, job-related immunization, annual medical and fitness evaluation, behavioral health and cancer screening. • Behavioral health programs to include, but not limited to: Critical Incident Stress Management Programs or Employee Assistance Programs. • Transportation expenses related to a member's participation in offered Wellness and Fitness activities.	• Contractual costs (non-hiring) for personnel (such as nutritional counseling), physical fitness equipment (including shipping charges and sales tax, as applicable), and supplies directly related to physical fitness activities. • Minor interior alterations (requested under Additional Funding and limited to $10,000 total expenditure) to support the awarded Wellness and Fitness activities (e.g., removal/ construction of a non-weight bearing wall), will require EHP review.

Ineligible Fire Department and Nonaffiliated EMS Wellness and Fitness activities include but are not limited to:	
• Fitness club memberships for participants or their families. • Non-cash incentives, (e.g., t-shirts or hats of nominal value and vouchers to local businesses or time-off). • Purchase of real estate. • Cash incentives. • Food and beverages	• Purchase of medical equipment that is not used as part of the Wellness and Fitness program. • Contractual services for non-medical and/or non-licensed professionals for programs such as smoking cessation. • Subscriptions and memberships.

V. Operations and Safety - Modifications to Facilities Overview

AFG Program funds may be used to modify fire stations and other facilities. New fire station construction is not eligible.

Eligible activities include source capturing exhaust, sprinkler, carbon monoxide alarms or smoke/fire detection systems – only for these types of systems and not multi-purpose systems that encompass ineligible features as described below.

All changes to facilities including major or minor modifications and equipment installations require EHP review.

The benchmark for eligibility does not apply to minor interior alterations (requested under Additional Funding and limited to $10,000 total expenditure) to support Training, or Wellness and Fitness activities (e.g., removal/construction of a non-weight bearing wall).

In recognition of the risks posed by exposure to diesel fumes, Source Capture Exhaust Extraction Systems (SCES) are an AFG High H Priority item for vehicle exhaust mitigation under Modification to Facilities.

An SCES is a system where exhaust gases from a vehicle are captured directly, via a conduit that attaches to/over the end of the vehicle's exhaust system at the tailpipe. The captured exhaust gases are expelled through the attached conduit via mechanical/pneumatic means to the exterior of the building.

No modification may change the structure's footprint or profile. If requesting multiple items, such as a sprinkler system and exhaust system, the funding for any projects or activities cannot cumulatively exceed $100,000 (Total Project Cost(s)) for any individual station. Eligible projects under this activity must have a direct effect on the health and safety of firefighters.

Note: Vehicle Mounted Exhaust Systems are now listed as a "medium" priority in the equipment activity.

All of the following are considerations in pre-scoring and peer review determinations:

Eligible Fire Department and Nonaffiliated EMS Modifications to Facilities Priorities include but are not limited to:	
H	• Departments requesting source capture exhaust systems, sprinkler systems, carbon monoxide, or smoke/fire detection systems – only for these types of systems and not multi-purpose systems that encompass ineligible features as described below
M	• Emergency generators, Air Quality Systems (AQSs) **Note:** AQSs are fixed equipment that are air purifying, scrubbing, and/or air exchange systems

Ineligible Fire Department and Nonaffiliated EMS Modifications to Facilities activities include but are not limited to:	
• Station maintenance • Resurfacing bay floors • Security systems, or other alerting systems of similar purpose designed to notify fire stations of unauthorized access or provide deployment notifications or multi-purpose systems that include any of these features even if they also include otherwise eligible features	• Interior remodeling not pertaining to the requested project(s) • Food and beverages

Facility Considerations
H Staffed
H Facilities with sleeping quarters
M Facilities without sleeping quarters M Part-time or selected coverage
L Not on a regular basis
L Training facilities and marine fire facilities

G. Regional Applications

Overview

A Regional application is an opportunity for a Fire Department or a Nonaffiliated EMS (NAEMS) organization to act as a host and apply for funding on behalf of itself and any number of other participating AFG Program eligible organizations (a NAEMS organization who is a host regional applicant can only host other NAEMS organizations). A Fire Department that serves as host regional applicant can apply on behalf of other eligible fire departments and NAEMS organizations within the same application. SFTAs are not eligible to apply under the Regional activity. Eligible Regional activities are Vehicle Acquisition and Operations and Safety (but only for Training, Equipment, Wellness and Fitness, and PPE activities). Regional activities should achieve cost effectiveness, support regional efficiency and resilience, and benefit more than one local jurisdiction (county, parish, town, township, city or village) directly from the activities implemented with the grant funds. To align with the stated program objective of fostering interoperability (see Section A), departments and agencies party to regional applications must use the same vendor.

The community identification characteristic (e.g., Rural, Urban, or Suburban) and the organizational status of the host applicant (e.g., Career, Combination, or Volunteer) will be entered and used for the regional application, regardless of the composition of the participating partners.

Regional populations served are the aggregate of the geographically fixed primary first due response areas of the host and participating partner organizations.

Neither the regional host nor any participating partner is prevented from also applying on behalf of their own organization for any AFG Program activity (Vehicle Acquisition or Operations and Safety) however, it cannot be for the same item. For example, a department cannot apply for PPE under its own organization and participate in a regional PPE application.

In the application narrative, a Regional host must include a list of all the AFG Program eligible participating organizations benefitting from a proposed Regional project, including validated points of contact, each organization's EIN, and clear and detailed information on the regional activities requested.

Host organizations should provide specific details, fully explaining the distribution of any grant-funded acquisitions or grant-funded contracted services, as well as the responsibilities between the host and the partner organizations.

In order to apply for a regional project, the host organization must agree, if awarded, to be responsible for all aspects of the grant. This includes, but is not limited to, cost share, accountability for the assets, and all reporting requirements in the regional application.

The host will be required to enter information that captures the macro demographics (e.g., total square miles) and master listings of information (e.g., combined SCBA inventories) of the partners that serve the region.

All participants of a Regional applicant must be compliant with AFG Program requirements, including being current with past grants, closeouts, and other reporting requirements. Upon notification by the AFG Program Office, the host agency shall not distribute grant funded assets or provide grant-funded contractual services to non-compliant partner organizations. The host and the delinquent partners will be notified by the AFG Program Office of their specific deficiency.

Regional host applicants and participating partner agencies must execute a MOU or equivalent document signed by the host and all participating organizations. The agreement should specify the individual and mutual responsibilities of the participating partners, the participant's level of involvement in the project(s), and the proposed distribution of all grant funded assets and/or contracted services. Copies of the MOU will be requested during the technical evaluation of the application.

The MOU must specify the individual and mutual responsibilities of the host and participating partners, the host's and participant's level of involvement in the project(s), the participating partner's EIN numbers, and the proposed distribution of all grant funded assets or contracted services. Any entity named in the application as benefiting from the award must be an eligible AFG Program organization and must be a party to the MOU or equivalent document.

H. Vehicle Acquisition

Overview

Vehicles purchased with AFG Program funds must be compliant with NFPA 1901 (Standard for Automotive Fire Apparatus), NFPA 1906 (Standard for Wildland Fire Apparatus), or NFPA 1917 or equivalent (Standard for Automotive Ambulances). Leases, loan payments, or installment plans to obtain a vehicle are not eligible acquisition activities under the AFG Program and will not be reimbursed.

Community Paramedic vehicles are non-transport vehicles and are not intended to have a dual role (e.g., as utility or support vehicles). There is nothing inherent in the delivery of community paramedic services that requires any emergency response packages (e.g., lights, sirens) or operational equipment (e.g., rescue tools, structural/wildland firefighting equipment); consequently, such activities are ineligible.

Applicants may apply for more than one vehicle. Requests cannot exceed the financial cap based on population listed in the application. If a department submits multiple types of applications, and more than one of those requests are approved, the department will be held to the same financial cap based on the population listed in the application.

When requesting more than one vehicle, applicants will be asked to fill out a separate line item and answer all the questions including a separate narrative for each vehicle. For example, if applicants are requesting to replace three ambulances, the applicant must fill out the age and vehicle identification number (VIN) of each vehicle being replaced. Applicants cannot use the same VIN in each line item.

In the case(s) when an applicant is not replacing a vehicle but only changing the service status of a vehicle(s), such as from first due to reserve, a VIN number is still required for the narrative and for the vehicle being reassigned.

Applicants requesting fire vehicles that do not have drivers or operators trained to NFPA 1002 or equivalent and are not planning to have a training program in place by the time the awarded vehicle(s) is delivered, will not receive a vehicle award.

Applicants requesting nonaffiliated EMS vehicles that do not have drivers or operators trained to the National Standard Emergency Vehicle Operator Curriculum (EVOC) developed by the United States Department of Transportation (DOT), or equivalent, and are not planning to have a training program in place by the time the awarded vehicle(s) is delivered, will not receive a vehicle award.

All applicants may request funding for a driver training program within the "Vehicle Acquisition" section but must add the request in the "Additional Funding" area in the "Request Details" section of the Vehicle Application.

All driver training program(s) must be in place prior to the delivery of the awarded vehicle(s) or the recipient will be considered in violation of the grant agreement.
The pre-score evaluation criteria consider the department's need for the vehicle based on the age/condition of current vehicles and/or the demands on the organization. ***All of the following are considerations in pre-scoring and peer review determinations:***

Eligible Fire Department, and SFTA Vehicle activities include but are not limited to the following Vehicle Priorities:			
Priority	**Urban Communities**	**Suburban Communities**	**Rural Communities**
H	• Aerial • Ambulance • Pumper • Rescue Vehicle Light, Medium, or Heavy • Non-Transport EMS (Community Paramedic/Healthcare) • Quint • Brush Type III or larger	• Aerial • Ambulance • Pumper • Tanker/Tender • Rescue Vehicle Light, Medium or Heavy • Non-Transport EMS (Community Paramedic/Healthcare) • Quint • Brush	• Aerial • Ambulance • Brush/Attack • Pumper • Tanker/Tender • Non-Transport EMS (Community Paramedic/Healthcare) • Quint

Eligible Fire Department, and SFTA Vehicle activities include but are not limited to the following Vehicle Priorities:			
M	• Command/Mobile Communications Vehicle • Hazmat Unit • Air/Light Unit • Rehab Unit	• Command/Mobile Communications Vehicle • Hazmat Unit • Air/Light Unit • Rehab Unit	• Command/Mobile Communications Vehicle • Hazardous Materials Unit • Air/Light Unit • Rescue Vehicle Light, Medium, or Heavy
L	• ARFF • Foam Truck • Fire Rescue/Boat • Highway Safety Unit • Hybrid (i.e. Transport Engine) • Tanker/Tender	• ARFF • Foam Truck • Highway Safety Unit • Hybrid (i.e. Transport Engine) • Fire Rescue/Boat	• ARFF • Foam Truck • Highway Safety Unit • Hybrid (i.e. Transport Engine) • Fire Rescue/Boat • Rehab Unit

Eligible Regional Vehicle activities for Fire Departments (ALL Community Types)	
H	• Aerial • Air/Light Unit • Bariatric Ambulance • Command/Mobile Communications Vehicle • Non-Transport EMS (Community Paramedic/Healthcare) • Rehab Unit • Rescue Vehicle Light, Medium or Heavy • Tow Vehicle (Applied for under equipment)
M	• Highway Safety Unit
L	• Hazardous Materials Unit • Foam Truck

Eligible Nonaffiliated EMS and Nonaffiliated Regional Vehicle activities	
	• Ambulances • Bariatric Ambulance • Non-Transport EMS (Community Paramedic/Healthcare)

Compliance with Standards

- Ambulances must comply with NFPA 1917, Edition 2016, or GSA Federal Standard KKK- A-1822F
- Applicants must certify that unsafe vehicles will be permanently removed from service if awarded a grant. Acceptable uses of unsafe vehicles include farm, nursery, scrap metal, salvage, construction, or donation to a foreign entity
- Applicants should consider adopting the principles of Traffic Incident Management Systems. The USFA report on TIMS can be found at https://www.usfa.fema.gov/downloads/pdf/publications/fa_330.pdf.
- New fire apparatus must be compliant with NFPA 1901 or 1906 for the year ordered/manufactured

Additional Considerations (to include, but not limited to)

- Age and mileage of the vehicle being replaced; older equipment receives higher consideration
- Age of the newest vehicle in the department's fleet that is like the vehicle to be replaced
- Average age of the fleet; older equipment within the same class
- Call volume of primary first due response area or region
- Converted vehicles (with an emphasis on tanker/brush trucks) not designed or intended for use in the fire service departments that have automatic aid agreements, mutual aid agreements, or both. A converted vehicle is any vehicle that is not engineered to an NFPA standard, or not being used for its original design, or over its gross vehicle weight (GVW)
- Vehicles on loan to the organization in the application narrative but not in the organization's inventory
- Damaged vehicles and out of service vehicles in the organization's inventory
- Replacement of open cab/jump seat configurations

IMPORTANT

Upon accepting an offer of an award for Vehicle Acquisition under the AFG Program, grant recipients must submit a copy of their vehicle purchase contract to the designated Regional FPS or Program Analyst. To locate Regional FPSs or Program Analyst, please visit https://www.fema.gov/fire-grant-contact-information.

Applicants will be asked to scan document(s) into a PDF format and email them to the Regional FPS for inclusion in the grant file. Submitting a vehicle purchase contract will assist in the programmatic monitoring of an award and help ensure programmatic compliance with the Improper Payments Eliminations and Recovery Act of 2012 (Pub. L. No. 112-248). If recipients do not submit a vehicle purchase contract, they will be unable to:

- Submit for an advance of federal funds for partial vehicle payment or chassis payment.
- Submit an amendment requesting a Period of Performance extension for the project.

Performance Bond Strongly Recommended: Performance bonds are strongly recommended but not required by the AFG Program. This is for any organization that is going to advance its own funds to their vendor prior to receipt of the vehicle. The bond may be obtained through the vendor or bank. The concept behind this is to ensure the applicant's funds are not lost in the event of a vendor's failure to perform, e.g., not finishing or delivering the vehicle or going out of business.

Prepayment Bond Required: AFG Program vehicle awardees are required to obtain a prepayment bond if the recipient plans to advance federal funds to their vendor for a down payment. This is to safeguard the federal funds against loss if the vendor goes out of business or fails to deliver the vehicle. Prepayment bonds may be obtained through the vendor or bank. The cost of a Prepayment Bond is a reimbursable activity under a vehicle acquisition award.

Penalty Clause Required: All contracts for any AFG Program-funded vehicle must contain a penalty clause. Non-delivery by the contract's specified date, or other vendor nonperformance, will require a penalty that is no less than $100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient.

Down Payment: A down payment for the purchase of a vehicle is allowable if required in the vehicle purchase contract, but FEMA will only allow up to 25 percent of the federal share to be drawn for this purpose.

Any costs over-and-above the 25 percent limit, such as the cost of a chassis or any other fees or services, must be borne by the recipient or deferred until final payment is drawn.

Federal funds may not be requested for any other payments to include, but not limited to: periodic or progress vehicle payments, loan payments, or the acquisition of NFPA 1901 compliant equipment for the awarded vehicle if they are being supplied under the vehicle contract. Purchases outside of the vehicle contract can be requested for payment, i.e. driver/operator training, physical exams for driver/operator, and NFPA 1901/1906 compliant equipment specific to the type of apparatus awarded.

Final Payment: To expedite the acquisition process, and prior to the vehicle being received, inspected, and accepted, the recipient may request the final vehicle payment as an advance payment request. However, the recipient shall not disburse or satisfy the vehicle obligation until after the vehicle is received, inspected, and accepted by the recipient.

Vehicle Loans: Pursuant to 2 C.F.R. § 200.313(a)(2), recipients may not encumber AFG Program-funded equipment unless approved by FEMA. For example, recipients may not use a vehicle funded with AFG Program funds as collateral for any type of financial loan unless approved by FEMA.

Eligible Fire Department, Nonaffiliated EMS Organizations, Regional, and SFTA Vehicle activities include but are not limited to:	
• Cost of vehicle • Physicals to meet current NFPA 1582/US DOT 649 F • Cost of associated equipment that is eligible under current NFPA 1901/1906	• Driver/operator training programs that meet applicable standards, current NFPA 1002 or EVOC, or equivalent • Travel expenses (air/rail transportation, mileage, hotel/lodging) to inspect a requested vehicle during production (if justified in the Vehicles narrative) **Note: Food and beverages are ineligible travel expenses**

Ineligible Fire Department, Nonaffiliated EMS Organizations, Joint/Regional, and SFTA Vehicle activities include but are not limited to:	
• Leasing, rental, or installment purchase of any grant funded vehicle • Aircraft, bulldozers, and construction- related equipment • Using the vehicle being awarded as collateral for any financial loan • Food and beverages	• UTVs and ATVs are not eligible • UAVs and Drones • Used or refurbished apparatus are ineligible activities under Vehicle Acquisition • Converted vehicles not originally designed for firefighting are not eligible for refurbishment

Example of vehicle types

- Pumper (an apparatus that carries a minimum of 300 gallons of water and has a pump with the capacity to pump a minimum of 750 gallons per minute)
- Urban interface vehicles (Type I) pumper (300 gallons of water and 750 GPM)
- Ambulance (vehicle used for transporting patients)
- Tanker/Tender (an apparatus that has water capacity in excess of 1,000 gallons of water
- Quint Aerial (an aerial ladder, elevating platform, or water tower that is designed to position personnel, handle materials, provide continuous egress, or discharge water)
- Quint (Fire apparatus with a permanently mounted fire pump, a water tank, a hose storage area, an aerial ladder or elevating platform with a permanently mounted waterway, and a complement of ground ladders)
- Aerial Ladder: Elevating platform, or water tower that is designed to position personnel, handle materials, provide continuous egress, or discharge water

Unsafe Vehicles
If applicants specify the vehicle(s) to be replaced are unsafe, they must certify that if awarded, the unsafe vehicle to be replaced will be permanently removed from emergency service response. Permanently removed from emergency service response means the recipient cannot use the vehicle being replaced for any emergency service response, nor can the recipient sell or otherwise transfer title to any individual or emergency service response organization that will use the unsafe vehicle for emergency service response.

A recipient who certifies it will remove an unsafe vehicle from service but then sells/transfers the unsafe vehicle to another emergency service response organization, or otherwise does not remove the unsafe vehicle from emergency service response, is considered to be in violation of the grant agreement.

Acceptable dispositions (donation or sale) of unsafe vehicles include. but are not limited to: a training facility (NO emergency response off the training grounds), farm use, construction or nursery use, sale to a non-emergency service response entity for refurbishment, scrap metal, salvage or foreign donation.

Appendix C: Award Administration Information

1. Appendix C contains detailed information on AFG Program Award Administration. Reviewing this information may help recipients in the programmatic and financial administration of their award(s).

Help FEMA Prevent Fraud, Waste, and Abuse

If applicants or recipients have information about instances of fraud, waste, abuse, or mismanagement involving FEMA programs or operations, they should contact the DHS Office of Inspector General (OIG) Hotline at (800) 323-8603, by fax at (202) 254-4297, or email DHSOIGHOTLINE@dhs.gov.

I. Economic Hardship Waivers of Cost Share and Maintenance of Effort

In cases of demonstrated economic hardship, and upon the request of the recipient, the Administrator may waive or reduce an AFG Program cost share or MOE requirement for certain recipients. (15 U.S.C. § 2229(k)(4)(A)) As required by statute, the Administrator of FEMA established guidelines for determining what constitutes economic hardship and published these guidelines at FEMA's website:

https://www.fema.gov/media-library-data/1519836401291-5ab3e7fc3eaea15bea8a68b5638e892d/Eco_Hardship_Waiver_FPS_SAFER_AFG_IB_FINAL.pdf

The applicant is required to submit documentation supporting their request for an Economic Hardship Waiver at the time of the application by attaching the supporting document to the grant application.

To receive and Economic Hardship Waiver the applicant must address the specific conditions as well as format the waiver request submission as specified in 'Section III – Guidance, Part D: Eligibility – Demonstrating Economic Hardship' of Information Bulletin No. 427.

Failure to provide documentation at the time of application or address the conditions or following the prescribed format in Information Bulletin No. 427 will result in a denial of the waiver.

II. Grant Writer/Preparation Fees

Fees for grant writers may be included as a pre-award expenditure. Fees payable on a contingency basis are not an eligible expense. For grant writer fees to be eligible as a pre-award expenditure, the fees must be specifically identified and listed within the "Request Details" section of the application. FEMA will only consider reimbursements for application preparation, not administration, up to, but not more than $1,500. Pursuant to 2 C.F.R. Part 180, recipients may not use federal grant funds to reimburse any entity, including a grant writer or preparer, if that entity is presently suspended or debarred by the Federal Government from receiving funding under federally-funded grants or contracts. Recipients must verify that the contractor is not suspended or debarred from participating in specified federal procurement or nonprocurement transactions pursuant to 2 C.F.R. § 180.300.

By submitting the application, applicants are certifying all of the information contained therein is true and an accurate reflection of the organization, and that regardless of the applicant's intent, the submission of information that is false or misleading may result in actions by FEMA. These actions include but are not limited to the submitted application not being considered for award, temporary withholding of funding under the existing award pending investigation, or referral to the DHS OIG.

Prior to submission of the application, please review all work produced by grant writers or other third parties for accuracy. In addition, in order to charge grant writer fees to the grant award, the fees must have been paid no later than 30 days after the end of the application period. The following documentation shall be provided to FEMA upon request:

i. A copy of the grant writer's contract for services
ii. A copy of the invoice or purchase order
iii. A copy of the canceled check (front and back)

Failure to provide the requested documentation may result in the grant writer fee being deemed ineligible and the grant reduced accordingly.

NOTE: FEMA requires that all applicants identify any individual or organization that assisted with the development, preparation, or review of the application to include drafting or writing the narrative and budget, whether that person, entity, or agent is compensated or not and whether the assistance took place prior to submitting the application.

III. Maintenance and Sustainment for AFG Programs

The use of FEMA preparedness grant funds for the costs of repairs or replacement, as well as maintenance contracts, warranties, and user fees may be allowable.

The intent of eligible Maintenance and Sustainment activities is to provide direct support to the critical capabilities developed using FEMA and other DHS grants and support activities. Routine upkeep and the supplies, expendables, or one-time use items that support routine upkeep (e.g., gasoline, tire replacement, routine oil changes, monthly inspections or grounds and facility maintenance) are the responsibility of the recipient and may not be funded with AFG Program funding.

Generally, when purchasing a maintenance agreement, service contract, or extended warranty for systems or equipment, the period of coverage provided under such a plan may not extend beyond the period of performance of the grant with which the agreement, warranty or contract is purchased.

The duration of an extended warranty purchased incidental to the original purchase of the equipment may exceed the period of performance as long as the coverage purchased is consistent with that which is typically provided for, or available through, these types of agreements, warranties, or contracts. When purchasing a stand-alone warranty or extending an existing maintenance contract on an already-owned piece of equipment or system, coverage purchased may not exceed the period of performance of the award used to purchase the maintenance agreement or warranty. As with warranties and maintenance agreements, this policy extends to licenses and user fees as well.

Even if purchased incidental to the original purchase of the equipment, the duration of an extended maintenance agreement or warranty must also be reasonable for the type of equipment or system being purchased. For example, if a vendor offers a 10-year extended warranty incidental to the purchase of a piece of equipment, but the useful life of that equipment being purchased is five years, the purchase of a 10-year extended warranty would not be a reasonable cost and may not be charged to the grant.

IV. Taxes, Fees, Levies, and Assessments

Taxes, fees, levies, or assessments that the recipient is legally required to pay and is directly related to any eligible AFG Program acquisition activity may be charged to an AFG Program award pursuant to 2 C.F.R. § 200.470. These charges shall be identified and enumerated in the AFG application narrative, as well as the “Request Details” section of the acquisition activity.

Any avoidable and unreasonable costs that result from the action or inaction of a recipient (or recipient’s agent) or that prevent that recipient from enjoying any lawful exemption, waiver, or reduction of any tax, fee, levy, or assessment directly related to any eligible AFG Program acquisition activity, are not chargeable to any AFG Program award.

Example: Governmental entities and Public Safety Agencies are exempt from some Federal Communications Commission (FCC) fees*, but only if the eligible organization submits an exemption or waiver request to the FCC.

**Government entities are not required to pay FCC regulatory fees. Non-profit entities (exempt under Section 501 of the Internal Revenue Code) may also be exempt. The FCC requires that any entity claiming exempt status submit, or have on file with the FCC, a valid Internal Revenue Service Determination Letter documenting its nonprofit status or certification from a governmental authority attesting to its exempt status. For more information, please visit [http://www.fcc.gov.](http://www.fcc.gov)*

V. Excess Funds

After completing the initial project’s purpose in the recipient's application, some recipients may have unexpended funds remaining in their budget. These excess funds may result from any combination of under-budget acquisition activities or competitive procurement processes.

These cost-shared excess funds may be utilized to address an organization's local needs or to mitigate identified capability gaps. FEMA expects excess funds to be obligated concurrent with an award's period of performance to address a known or critical need.

Excess Funds Restrictions

In general, excess funds are limited to no more than $10,000 for any award. If you have any questions, contact the AFG Help Desk at 866-274-0960 or e-mail us at firegrants@fema.dhs.gov.

The $10,000 maximum is cumulative for any grant, regardless of the number of activities within the award, and will require no amendment except when the use of excess funds is for any eligible activity that would normally require an EHP review.

- Excess funds cannot be used to support Fire Prevention and Safety activities.
- Consistent with the funding priorities set by the panel of fire service professionals and stakeholders, excess funds are limited to the purchase of High Priority items only.
- The opportunity for excess funds is limited when the original uncompleted Scope of Work is changed via an Amendment.

Example: An award has a single activity (i.e., the acquisition of 50 SCBAs) that is reduced via Amendment. The federal participation and the recipient cost obligation are both reduced and any remaining unliquidated federal funds resulting from the reduction in quantity is *not allowable* as excess funds.

- Excess funds cannot be used for grant writer/preparer fees.
- Excess funds may only be used for allowable activities identified in the program guidance for that fiscal year's grant cycle.

Exceptions to the $10,000 use may be considered by FEMA if urgent and compelling need that can be directly related to a demonstrated event impacting the health and safety of the firefighters within the department can be identified. This request must be submitted in writing via an amendment.

VI. Payments and Amendments

FEMA uses the Direct Deposit/Electronic Funds Transfer (DD/EFT) method of payment to recipients. AFG Program payment/drawdown requests are generated using FEMA GO. AFG Program payment/drawdown requests from state or local government entities will be governed by applicable federal regulations in effect at the time a grant is awarded to the recipient and may be either advances or reimbursements. Recipients should not expend funds until all special conditions listed on the grant award document have been met, including completion of EHP review, and the request for payment in FEMA GO has been approved. Recipients should draw down funds based upon immediate disbursement requirements; however, FEMA strongly encourages recipients to draw down funds as close to disbursement or expenditure as possible to avoid accruing interest.

Non-federal entities should keep detailed records of all transactions involving the grant. FEMA may at any time request copies of any relevant documentation and records, including purchasing documentation along with copies of cancelled checks for verification. *See, e.g.*, 2 C.F.R. §§ 200.318(i), 200.334, 200.337.

Advances
Recipients shall be paid in advance, provided they maintain, or demonstrate the willingness and ability to maintain procedures to minimize the time elapsing between the transfer of funds and its disbursement by the recipient (not to exceed 30 days), and the financial management systems that meet the standards for fund control and accountability as established in 2 C.F.R. Part 200. The recipient shall include invoice(s) and/or purchase orders for advance AFG Program payment/drawdown requests. EHP review requirement must be met prior to advanced payments.

Although advance drawdown requests are permissible, recipients remain subject to applicable federal laws in effect at the time a grant is awarded to the recipient. Governing interest requirements include the *Uniform Administrative Requirements Cost Principles, and Audit Requirements for Federal Awards* at 2 C.F.R. Part 200 and the *Cash Management Improvement Act* (CMIA) and its implementing regulations at 31 C.F.R. Part 205. Interest under CMIA will accrue from the time federal funds are credited to a recipient's account until the time the recipient pays out the funds for program purposes. For the rate to use in calculating interest, please visit Treasury Current Value rate at https://www.fiscal.treasury.gov/fsreports/rpt/cvfr/cvfr_home.htm.

Reimbursement
Payment by reimbursement is the preferred method when the requirements to be paid in advance, pursuant to 2 C.F.R. § 200.305, cannot be met. In accordance with U.S. Department of Treasury regulations at 31 C.F.R. Part 205, if applicable, the recipient shall maintain procedures to minimize the time elapsing between the transfer of funds and the disbursement of said funds. As a prerequisite of AFG Program approval for reimbursement requests, recipients shall include proof of purchase, in the form of a cancelled check or credit card transaction, and a final invoice(s) in each reimbursement AFG Program payment/drawdown request.

Rebates
Recipients shall disburse program income, rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting additional cash payments, in accordance with 2 C.F.R. § 200.305. The reduction of federal financial participation via rebates/refunds *may* generate excess funds for the recipient if the recipient previously obligated their Cost Share match based upon the original award figures. If the recipient previously obligated their original Cost Share *prior* to the rebate, then the recipient *may* have minimum excess funds equal to the difference

between the original Cost Share less the rebate adjusted Cost Share.

Payment Requests During Closeout
A recipient may only submit reimbursement payment requests up to 120 days after the expiration of the period of performance, during an award's closeout reconciliation per 2 C.F.R. § 200.344. Reimbursement payments are the only eligible type of requests to be submitted after a grant's period of performance has expired. The expenditure must have been obligated and received during the period of performance of the award. The recipient's request should contain clear and specific information certifying that the liquidation of federal funds is reimbursement for an obligation properly incurred during the active period of performance; FEMA may request documentation supporting the reimbursement for review at any time.

Amendments
FEMA may approve AFG Program award amendments on a case-by-case basis, for the following reasons:

- Extension of the period of performance in order to complete the scope of work;
- Changes to the activity, mission, retroactive approval [pre-award], closeout issues, and some excess funds requests;
- Budget changes (adding funds to award/non-closeout deobligation of funds).

FEMA will only consider amendments submitted via FEMA GO. These requests must contain specific and compelling justifications for the requested change. Amendments or changes to the scope of work may require additional EHP review. FEMA strongly encourages recipients to expend grant funds in a timely manner, to be consistent with AFG Program goals and objectives.

NOTE: A recipient may deobligate (i.e., return) unused funds (i.e., those remaining funds previously drawn down via payment request and/or remaining award funding that was never requested) to DHS/FEMA prior to the end of an award's period of performance. To exercise this option, a recipient must submit an amendment via FEMA GO and state in the amendment that the unliquidated funds (i.e., the funds to be returned) are not necessary for the fulfillment or success of the grant's obligations or mission. The recipient must also indicate in the amendment that it understands that the returned funds will be deobligated and unavailable for any future award expenses. Deobligation of funds will decrease the federal portion of the grant and the amount of the recipient's Cost Share obligation. FEMA will confirm deobligation amendments with all points of contact; after confirmation of the recipient's intent to deobligate, FEMA will hold the approved deobligation request for 14 calendar days as a period for recipient reconsideration before FEMA processes the deobligation request.

VII. Disposition of Grant Funded Equipment

A recipient must use, manage, and dispose of AFG Program-funded equipment in accordance with the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* at 2 C.F.R. § 200.313. With the exception of state governments, when original or replacement equipment acquired under an AFG Program award is no longer needed for the original project, program, or other activities currently or previously supported by a federal awarding agency, the recipient must request disposition instructions from FEMA. FEMA strongly recommends contacting a Regional FPS or the AFG Help Desk prior to the disposition of AFG Program-funded equipment, to include vehicles.

Appendix D: Award Administration Information

In accordance with the Office of Management and Budget's guidance located at 2 CFR part 200, all applicable Federal laws, and relevant Executive guidance, the DHS will review and consider applications for funding pursuant to this notice of funding opportunity in accordance with the:

- President's September 2, 2020 memorandum, entitled Memorandum on Reviewing Funding to State and Local Government Recipients of Federal Funds that Are Permitting Anarchy, Violence, and Destruction in American Cities;

- Executive Order on Combating Race and Sex Stereotyping (E.O. 13950);

- Executive Order on Protecting American Monuments, Memorials, and Statues and Combating Recent Criminal Violence (E.O. 13933); and

- Guidance for Grants and Agreements in Title 2, Code of Federal Regulations (2 CFR), as updated in the Federal Register's 85 FR 49506 on August 13, 2020, particularly on:
  - Selecting recipients most likely to be successful in delivering results based on the program objectives through an objective process of evaluating Federal award applications (2 CFR part 200.205),
  - Prohibiting the purchase of certain telecommunication and video surveillance services or equipment in alignment with section 889 of the National Defense Authorization Act of 2019 (Pub. L. No. 115—232) (2 CFR part 200.216),
  - Promoting the freedom of speech and religious liberty in alignment with Promoting Free Speech and Religious Liberty (E.O. 13798) and Improving Free Inquiry, Transparency, and Accountability at Colleges and Universities (E.O. 13864) (§§ 200.300, 200.303, 200.339, and 200.341),
  - Providing a preference, to the extent permitted by law, to maximize use of goods, products, and materials produced in the United States (2 CFR part 200.322), and
  - Terminating agreements in whole or in part to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities (2 CFR part 200.340).

CITY OF Russell

CITY COUNCIL AGENDA FORM

Meeting Date: September 21, 2021

Agenda Item Title: Temporary Traffic Regulation No. 2021-01

Department: Police

Presenter: Jordan Harrison

Background:

In June 2021 the City Manager, Public Works Director, Street Superintendent, and I met to discuss the traffic flow in the alley between the 800 block of N. Kansas St and the 800 block of N. Elm St. We anticipated this alley's traffic flow would increase due to the Russell County Historical Society's new museum located in the 800 block of N. Kansas St. In an effort to be proactive and avoid traffic flow issues or traffic accidents, I enacted Temporary Traffic Regulation No. 2021-01 making the previous mentioned alley, one-way, eastbound only. Temporary Traffic Regulation No. 2021-01 went into effect June 9, 2021 and was in effect for 90 days.

I have spoken with Advantage Realty and the Russell County Historical Society about the results of the temporary traffic regulation and both are in favor of leaving it in place.

Funding Source: N/A

City Attorney Review/Comment: 09/13/2021

Options:

1. Approve leaving the alley between the 800 Block of N. Kansas Street and the 800 Block of N. Elm Street for eastbound one-way permanently.

2. Provide staff with alternate direction

3. Take no action - the temporary traffic regulation expired and

two-way traffic resumes.

Staff Recommendations: Approve leaving the alleyway between the 800 block of N. Kansas Street and the 800 bock of N. Elm Street for eastbound one-way traffic permanently

Attachments:
Temporary Traffic Regulation 2021-01 Signed.pdf

CITY OF Russell

Police Department
P.O. Box 112
339 E. 8th St.
Russell, KS 67665-0112
Phone: (785) 483-2121
Fax: (785) 483-6360

TEMPORARY TRAFFIC REGULATION NO. 2021-01

The undersigned, in accordance with Article 2, Section 3, of the Uniform Standard Traffic Ordinance, as adopted by the City of Russell, Kansas, does hereby find that it is advisable to change the flow of traffic to one-way, eastbound only, in the alley between the 800 block N. Elm ST and the 800 block N. Kansas ST, effective June 9th, 2021. This temporary regulation is adopted to determine the advisability of making the flow of traffic one-way, eastbound only, permanently. The information gained from this temporary traffic regulation will be used to make a recommendation concerning the same to the governing body. This temporary regulation shall remain in force for no more than ninety (90) days.

Signed this 7th day of June, 2021

Jordan Harrison
Chief of Police

CITY COUNCIL AGENDA FORM

Meeting Date: September 21, 2021

Agenda Item Title: No Parking Zones - 500 and 600 blocks of State St.

Department: Police

Presenter: Jordan Harrison

Background:

During the first RHS home football game of the year, September 3, 2021, city staff noticed that the no parking zones in the 500 and 600 block of State St. specifically by Shaffer Field were not being adhered to by persons attending the game. City staff discussed this issue and could not find any official documentation on why those areas were established as no parking zones.

City staff recommends the No Parking Zone on the north side of State St. along the RHS "Senior" or East parking is removed. Staff has spoken with USD 407 and they are in agreement to remove the No Parking Zone in the recommended area. We recommend leaving the No Parking Zones on the south side of State St. to prevent residential driveways from being blocked and to aid in traffic flow.

Funding Source: N/A

City Attorney Review/Comment: N/A

Options:

1. Approve city staff recommendation and direct the No Parking Zone on the north side of State St. along the RHS "senior" or east parking lot to be removed

2. Provide alternate direction

3. Take no action - the no parking zones remain

Staff Recommendations: Approve city staff recommendation and direct the No Parking Zone on the north side of State St. along the RHS "senior" or east parking lot to be removed

Attachments:
Remove No Parking Signs.pdf

NO PARKING ZONE CHANGE AT RHS

CITY COUNCIL AGENDA FORM

Meeting Date: September 21, 2021

Agenda Item Title: City Property Development Memorandum of Understanding

Department: City Manager

Presenter: Jon Quinday

Background:

The city's comprehensive development plan (2016 - 2036) and housing assessment (2014, 2019) both identify the need for a diverse housing stock. While city staff has worked diligently to address dilapidated homes through property maintenance codes and condemnation, the need for new diverse housing stock still exists.

A diverse housing supply is an essential factor for economic growth. Entry level workers require lower cost housing, mid-level homes support workforce members and higher values homes are necessary to attract and retain professional and executive level positions. Housing development has been slow. The lack of housing options may be costing the community potential residents and driving existing residents to search for needed housing in other communities.

The comprehensive development plan and housing assessment identify the need for diverse housing; high-end homes, mid-level homes, rentals and rehabilitation of existing homes. While the need for higher-end homes is the most acute shortage of suitable housing, attracting developers for such a project has been fruitless. Some high-end homes were built by private individuals for personal use.

High quality rental housing suitable for young professionals is particularly needed, to help prevent them from moving away and establishing roots elsewhere. New rental development should also include workforce housing, housing for young and growing families and housing for independent seniors.

City staff began discussions with with Consolidated Housing Solutions and Consolidated Development Partners (CDP). Based out of Kansas City, "the principles of the development team collectively have over 50 years experience with community development, economic development and housing, and have developed numerous housing projects throughout Kansas and the Midwest."

CDP proposes a development of a multi-family project between twenty and forty units. CDP requests the City enter into a memorandum of understanding (MOU) so CDP can allocate time and resources to plan for the development of the project, prior to entering into a formal development agreement with the City.

Funding Source: To be determined and outlined in a formal development agreement.

Potential sources; Rural Housing Incentive District, Moderate Income Housing Grant, Private Financing

City Attorney Review/Comment: 09/16/2021

Options: 1. Authorize the Mayor to sign the Memorandum of Agreement as presented

2. Provide staff with alternate direction

3. Take no action - the process halts

Staff Recommendations: Authorize the Mayor to sign the Memorandum of Agreement as presented

Attachments:
CDP and PFDG Projects

Projects Developed/Under Development as Owner/Principal of Consolidated Housing Solutions

Hedge Lane Apartments, Shawnee, Kansas
Total Development Cost – $29 million

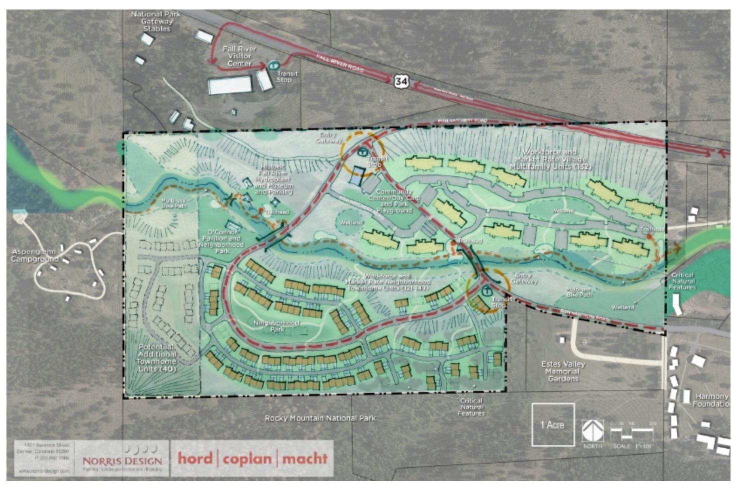
- **Objective – Workforce Housing**
- **Financing – 4% Low Income Housing Tax Credits**
- **Investor/Lender – NAHT, Chase Bank**

Located along K-7 in the heart of Johnson County, Kansas, Hedge Lane Apartments will consist of 144 units of affordable housing to meet the existing and growing demand for workforce housing.

Fish Hatchery Apartments, Estes Park, Colorado
Total Development Cost - $60 million

- **Objective – Workforce Housing**
- **Financing – Conventional debt and equity; State workforce housing funds**
- **Investor/Lender – Private equity/Great Western Bank**

Located at the foot of the Rocky Mountain National Park, Fish Hatchery Apartments will be a once in a generation project developed to address the tremendous need for workforce housing in the Estes Valley.

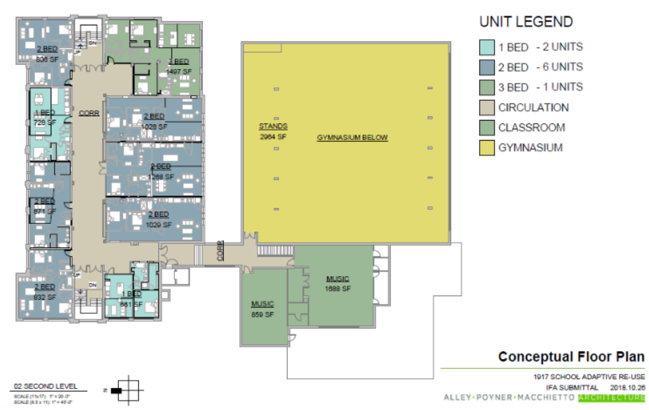


Projects Developed/Under Development as Co-Owner/Principal of Prairie Fire Development Group

Baxter Springs Senior Living, Baxter Springs, Kansas
Total Development Cost – $5.5 million

- **Objective – Historic Preservation, Senior Housing, Blight Removal/Prevention**
- **Financing - Housing Tax Credits, Historic Tax Credits**
- **Investor/Lender – MHEG, Wells Fargo**

Located along Route 66 in Southeastern Kansas, Baxter Springs Senior Living was developed to provide much needed affordable housing to seniors living in the area. When the school district built a new school and shut this one down, Prairie Fire stepped in and purchased the building, saving the school district hundreds of thousands of dollars in demolition and remediation expenses. The property was renovated back to its original grandeur and placed on the national historic register. Today it is home to twenty-eight seniors as well as serves a community purpose for recreation and nonprofits.



Prairie Fire Lofts, Red Oak, Iowa
Total Development Cost – $5.5 million

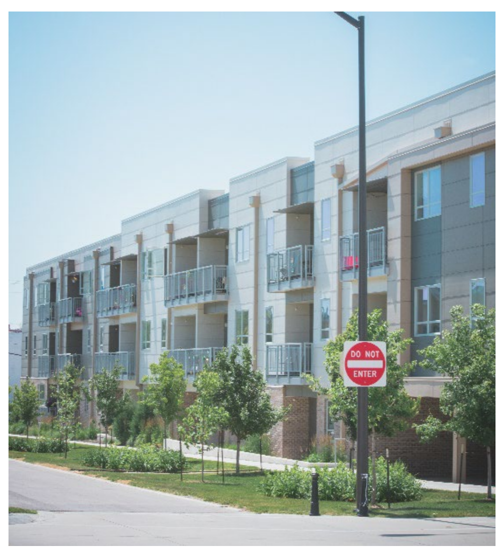
- **Objective – Historic Preservation, Workforce Housing, Blight Removal/Prevention**
- **Financing - Housing Tax Credits, Historic Tax Credits**
- **Investor/Lender – WNC, M1 Bank**

Faced with a $1 million demolition budget, the Red Oak School District was looking for a solution to repurpose its middle school which has been a fixture in the community for over 100 years. Prairie Fire was invited to look at the property and saw a great opportunity to not only save the school money but preserve a beautiful historic building around community development and housing. The project has since been put on the National Historic Register and construction on this twenty-five-unit family project is slated to start in May 2020.

CP Lofts, Kansas City, Missouri
Total Development Cost - $20 million

- **Objective – Blight removal, redevelopment, neighborhood stabilization, address growing need for affordable and attainable housing in downtown Kansas City**
- **Financing - $14.3mm Housing Tax Credits, LCRA Property Tax Abatement, PIAC Funds, Conventional Debt**
- **Investor/Lender – Aegon, Twain Financial, Sterling Bank, Community Development Trust**
- *"Prairie Fire Development Group was an important member of the development team which helped bring this effort to fruition. Prairie Fire's involvement not only helped identify and secure financing for the project, but they also contributed as an active member of the development and construction team." – Robert Langenkamp, Chief Executive Officer, Economic Development Corporation of Kansas City*

Prairie Fire was asked by Columbus Park Developers to assist with the financing, construction and development of this creative project located in the Columbus Park neighborhood of Kansas City, Missouri. The development area has been under city control for over twenty years, with the goal of redeveloping it into a vibrant community consisting of housing, retail and neighborhood uses. CP Lofts is an apartment community that will provide one hundred and eight market rate and affordable units located across five buildings. The project is designed and marketed to the "creative class" which includes artists, actors, photographers, chefs, illustrators and yoga instructors! The project has a significant amenity package including a collaboration center/cyber café, creative studios, fitness center, gallery space, pocket park with sculpture art and a demonstration kitchen! A community garden focusing on food-table produced is also in the works. The project was completed in 2017 and has been 100% occupied since opening!



Brookside Senior Residences, Kansas City, Missouri
Total Development Cost – $6.5 million

- **Objective – Redevelopment, Senior Housing**
- **Financing - Housing Tax Credits, Conventional Financing**
- **Investor/Lender – Alliant Capital, MHDC, US Bank**

One of its earlier projects, Prairie Fire co-developed and manages a 46-unit senior apartment project located at 6700 Troost Avenue in Kansas City, Missouri. The project is part of a larger redevelopment project (Rockhill Greens) that includes the redevelopment of the former Baptist Lutheran Medical Campus in South Kansas City, Missouri (now Research Medical Center – Brookside). The building was designed, developed and operated according to Green Building Communities guidelines. There will be a library, computer/media room and other common area spaces integrated in the building that will serve as social gatherings for residents and their families. The property is located near two bus stops (one within 80 yards) that will provide mass transit options for residents living in the project.

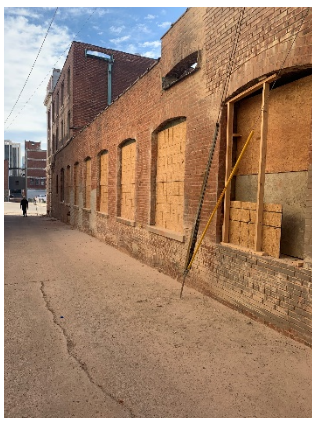
Linwood Gardens, Kansas City, Missouri
Total Development Cost – $7.5 million

- **Objective – Redevelopment, Permanent Supportive Housing**
- **Financing - Housing Tax Credits, LCRA Tax Abatement, HOME Funds, CCED (Pending)**
- **Investor/Lender – Redstone Capital Partners, M1 Bank, MHDC**

Linwood Gardens is designed as a newly constructed 32-unit property to house 11 one-bedroom, 12 two-bedroom, 8 three-bedroom and 1 four-bedroom units in a three-story building on the LAMP campus, immediately south of the historic church building. The property will be financed with a mix of LIHTC, hard debt, and HOME funds which the City staff has recommended from the City of Kansas City, MO. Linwood Gardens will be a safe place for at-risk families and youth. But of equal importance, it will demonstrate the commitment of the sponsors to the Ivanhoe neighborhood, for which LAMP has acted as the gateway for the past five years.

Y Lofts, Kansas City, Kansas
Total Development Cost - $10.5 million

- **Objective – Blight removal, redevelopment, environmental remediation, neighborhood stabilization, address growing need for affordable and attainable housing in downtown Kansas City**
- **Financing – Housing Tax Credits, Historic Tax Credits, Housing Trust Funds, Neighborhood Reinvestment Rebate**
- **Investor/Lender – Chase Bank, Kansas Housing Resources Corporation, JP Morgan Chase, KDFA, Unified Government, Historic Preservation Partners**



The Downtown Kansas City, Kansas YMCA was built in 1913 as part of the Young Men's Christian Association's growth and expansion across the United States at the time. The historic three-story building was built in two campaigns. The first two stories were completed in 1913 but there were not enough funds to complete the building. The building sat unfinished for fourteen years until money was finally raised to complete the building in 1927. The building contains lounges and a gymnasium on the 1st floor. The basement contains a swimming pool, locker room, and classroom or other program space. Floors 2-3 contain dorm rooms arranged around double-loaded corridors.

The property was an institution in downtown for decades until the property fell into structural disrepair. The YMCA made the decision to close the facility in 2018. Prairie Fire was contacted to see if we could somehow save the building and repurpose it as an asset for downtown. After much hard work, discussions with the Unified Government and the State of Kansas, a redevelopment and financing plan was created to save the building. The property was placed on the National Historic Register and construction started in November 2019. Currently the project is under redevelopment in to forty-five units of mixed income senior housing with occupancy expected January 2021!

Boulevard Lofts, Kansas City, Kansas
Total Development Cost - $11.5 million

- **Objective – Blight removal, redevelopment, environmental remediation, neighborhood stabilization, address growing need for affordable and attainable housing in downtown Kansas City, Agrihood/Urban Agriculture, Health and Wellness**
- **Financing – Housing Tax Credits, BPU Economic Development Grant, Housing Trust Funds, Neighborhood Reinvestment Rebate**
- **Investor/Lender – Boston Financial, M1 Bank**

Boulevard Lofts, a mixed-income community development in the heart of Kansas City Kansas, integrates urban farming and community gardens with a variety of housing options to maintain healthy, highly social and active lifestyles. Vitality and a strong sense of place will be established by providing an appropriate scale and neighborhood-sensitive design on a parcel of land that previously had been long neglected and undeveloped. The unique typography includes a creek and heavy natural landscape, making this site an opportunity for a unique approach to urban agriculture with berry patches and fruit trees.

Prairie Fire Development worked with the United Government to acquire and develop the land with a plan to collaborate with the surrounding community. This process included partnering with the local not-for-profit community development corporation Community Housing of Wyandotte County (CHWC) and involved multiple user group and stakeholder conversations to inform the aesthetic for the site. The fifty-unit project is now under construction and expected to move in its first residents and plant its first gardens(!) in the Spring of 2021!

Riverview Senior Living, S. Hutchinson, Kansas
Total Development Cost – $6.5 million

- **Objective – Redevelopment, Senior Housing**
- **Financing - Housing Tax Credits, Neighborhood Reinvestment Funds**
- **Investor/Lender – MHEG, Horizon Bank**

Riverview was developed as a senior housing project, consisting of one- and two-bedroom units. The property offers on site laundry, multipurpose rooms and a community room and kitchen for resident events.

Schoolyard Townhomes, Tonganoxie, Kansas
Total Development Cost – $7.5 million

- **Objective – Redevelopment, Workforce Housing, Mixed Income**
- **Financing - Housing Tax Credits, Rural Housing Improvement District**
- **Investor/Lender – Affordable Housing Partners, M1 Bank, USDA**

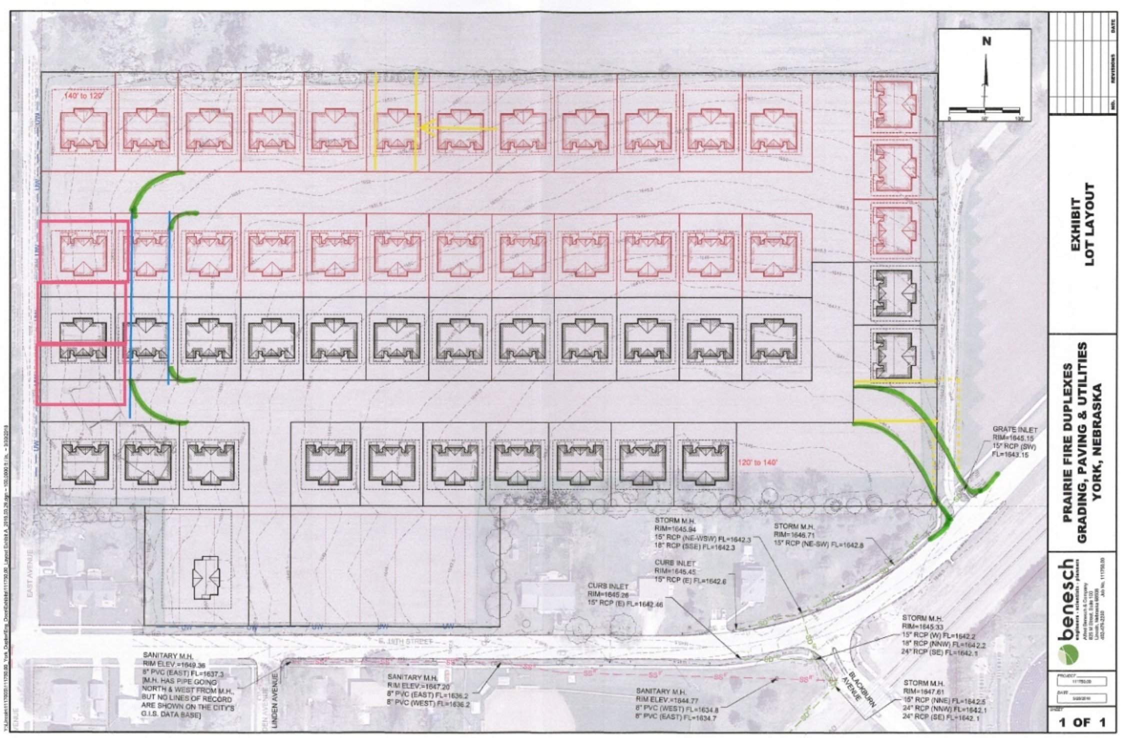
- EYE LEVEL PERSPECTIVE

The City of Tonganoxie, Kansas recently built a new elementary school, vacating the 50's era school property in its downtown. A private development group purchased the property and prepared it for redevelopment by demolishing the structures. The city purchased part of the property for a new library, and Prairie Fire purchased the remaining parcel to develop thirty-two units of mixed income housing. Schoolyard Townhomes will not only satisfy the demand for attainable housing, but also help to the growing vibrancy in the downtown area.

Vistas, York, Nebraska

- **Total Development Cost – $8.5 million**
- **Objective – Address the need for workforce housing, economic development and expansion**
- **Financing - $7.4 million Housing Tax Credits**
- **Investor/Lender – Boston Capital, Community Development Trust**
- *"It has been a pleasure working with Prairie Fire on this important project for our community. Workforce housing is vital to our economic grown and expansion." – Lisa Hurley, Executive Director, York County Development Corporation*

With one of the lowest unemployment rates in the State of Nebraska, Vistas is being developed to provide much needed workforce housing to assist with industry retention, recruitment and expansion. "Available housing" is listed as one of the top issues facing the community and the key issue facing business expansion. Working with the City and the business community, Prairie Fire is developing 48 units of workforce housing.

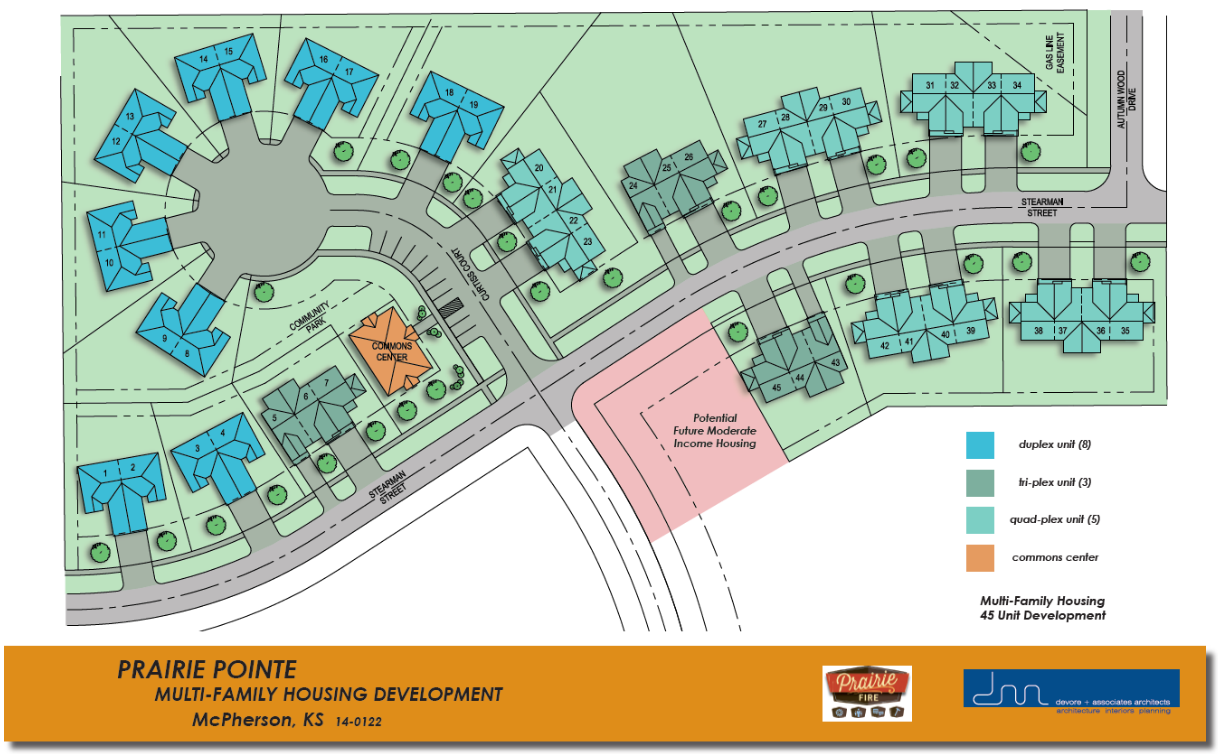


Prairie Pointe, McPherson, Kansas

- **Total Development Cost – $6.5 million**
- **Objective – Address the need for workforce housing, economic development and expansion**
- **Financing - $5.9 million Housing Tax Credits, Rural Housing Improvement District (RHID), Conventional Debt**
- **Investor/Lender – MHEG, Horizon Bank**
- *"We express our sincere gratitude to Prairie Fire Development Group for the generosity, interest and support shown to the ReUse It Center and to the community and look forward to a continuing relationship, networking together in community development." – LaVon Ediger, Director of Operations, ReUse It Center*

With one of the lowest unemployment rates in the State of Kanas, Prairie Pointe was developed to provide much needed workforce housing to assist with industry retention, recruitment and expansion. "Available housing" is listed as one of the top issues facing the community and the key issue facing business expansion. Working with the City and the business community, Prairie Fire developed a forty-five-unit community rented to families. Supportive services are provided through our nonprofit partner to make sure residents are provided assistance when needed.

EXHIBIT A



Prairie Fire Residences, Newton, Kansas

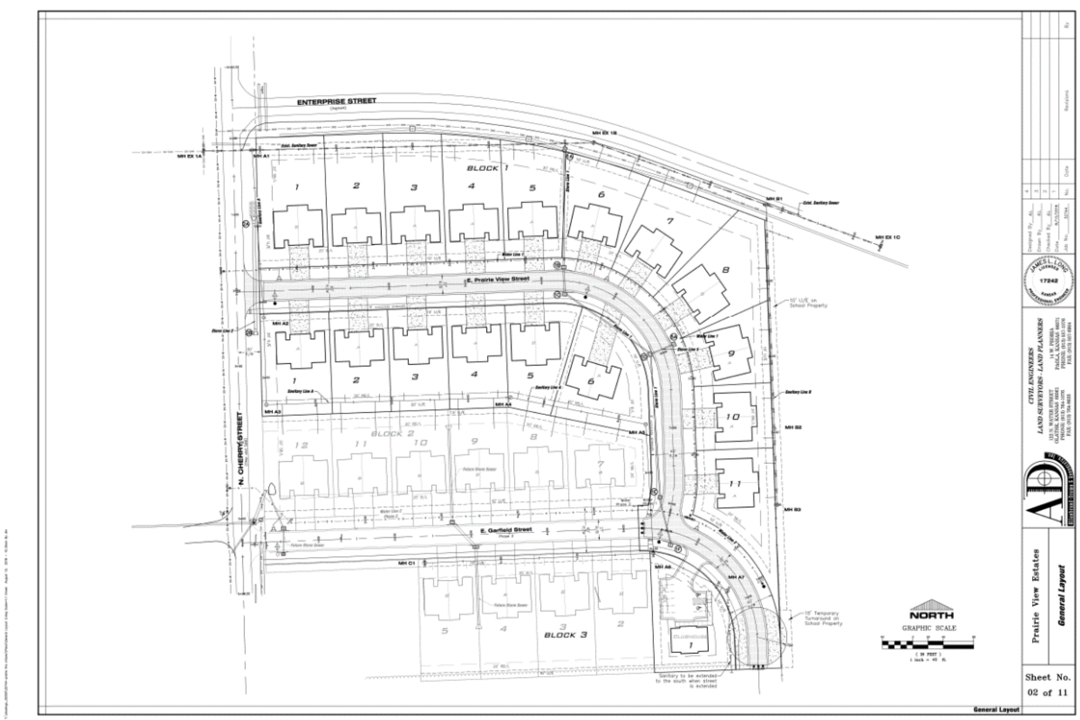
- **Total Development Cost – $11 million**
- **Objective – Address the need for workforce housing, economic development and expansion**
- **Financing - $8.1MM Housing Tax Credits, Rural Housing Improvement District (RHID), Conventional Debt**
- **Investor/Lender – Boston Capital, Sterling Bank, Community Development Trust**
- *"The units are attractive and of good quality. They were built to current codes and to the expectations related in the beginning of the project." Suzanne Loomis, P.E. City Engineer/Director of Public Works*

Newton, Kansas has not had an apartment project constructed since 2003. Since then, demand continues to grow in this suburb of Wichita as unemployment remains low and businesses continue to expand in the area. Population growth and household formation continues, putting further pressure on housing needs. Prairie Fire will be developing sixty-three units of two- and three-bedroom units that will be leased to families. The location of the project is within walking distance of numerous retail shops, a regional medical center and a new $20 million YMCA.

Prairie View, Ottawa, Kansas

- **Total Development Cost – $7.3 million**
- **Objective – Address the need for workforce housing, economic development and expansion**
- **Financing - $6.2 million Housing Tax Credits, $350,000 Housing Trust Funds, $400,000 Moderate Income Housing Grant, Rural Housing Improvement District**
- **Investor/Lender – Boston Capital, M1 Bank**
- *"Prairie View will help satisfy the existing and growing need for more quality, affordably price housing in Ottawa. ECKAN is proud to be a partner in this project." Crystal Anderson, CEO, East Central Kansas Community Action Network*

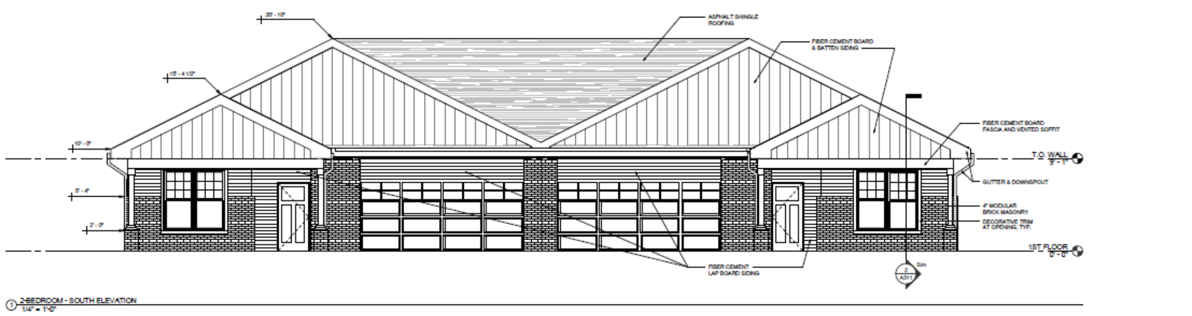
Prairie View is being developed to provide much needed workforce housing to assist with industry retention, recruitment and expansion. "Available housing" is listed as one of the top issues facing the community and the key issue facing business expansion. Working with the City and the business community, Prairie Fire is developing 34 units of mixed-income workforce housing.



Christianson Meadows, Harlan, Iowa

- **Total Development Cost – $7.4 million**
- **Objective – Address the need for workforce housing, economic development and expansion**
- **Financing - $6.2 million Housing Tax Credits, Conventional Debt**
- **Investor/Lender – Redstone, M1 Bank**

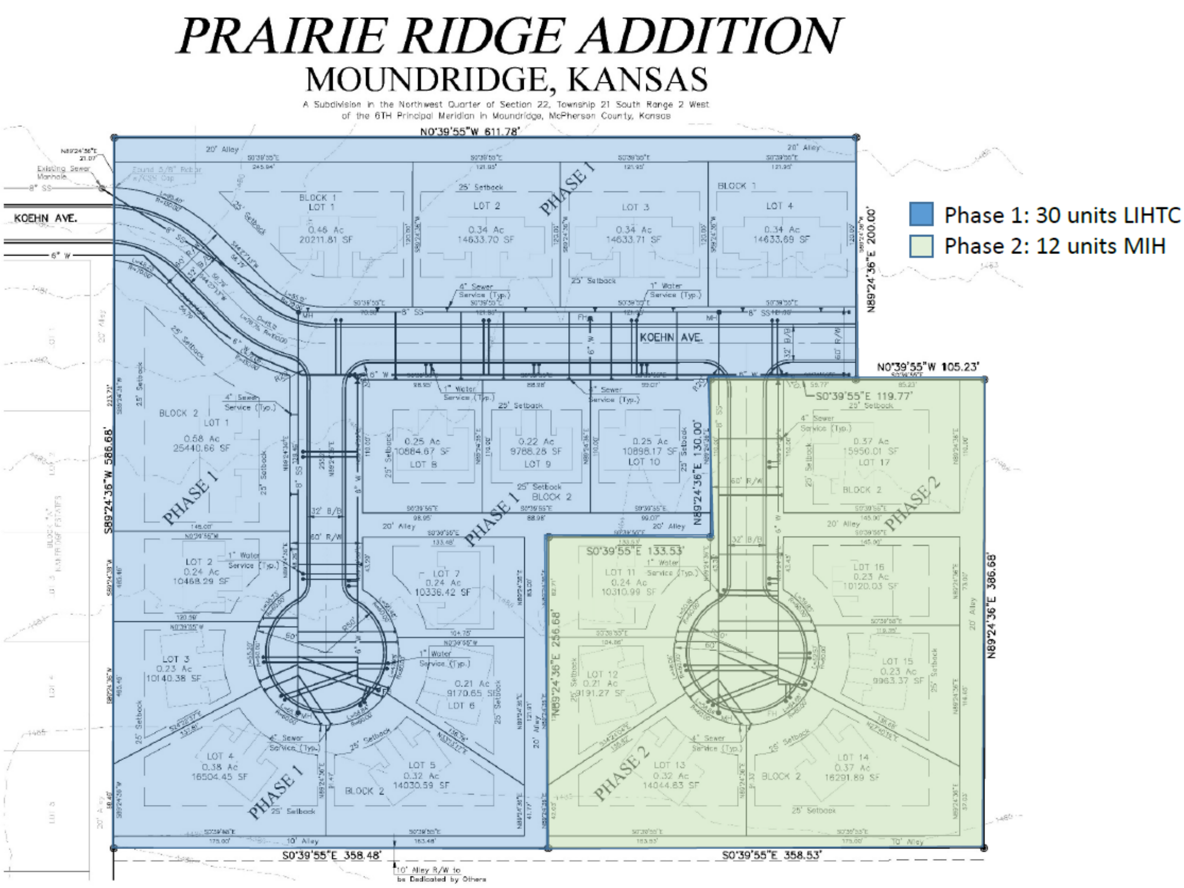
The town of Harlan, Iowa is facing a workforce shortage due to the lack of quality, affordable housing. As such, the town developed lots for single family homes to “donate” to builders to help with the issue. Given the lack of response from home builders, Prairie Fire offered to purchase the lots and build 45 units of attached housing that would be rented to the workforce in the area. This project is a true partnership with the town who sold the lots at a reduced price, which in turn will allow the developer to rent the units at a lower rate.



Meadow View, Moundridge, Kansas

- **Total Development Cost – $6.5 million**
- **Objective – Address the need for workforce housing, economic development and expansion**
- **Financing - $4.7MM Housing Tax Credits, Rural Housing Improvement District (RHID), Moderate Income Housing Grant (MIH), Conventional Debt**
- **Investor/Lender – Aegon, Intrust Bank N.A.**
- *"I feel that anything that pertains to the City of Moundridge's interests or concerns, the city and Prairie Fire have been able to work through them very effectively." Randy Frazer, City Administrator*

Located along the bustling Interstate 135 corridor, Moundridge is home to several industries that are expanding or looking to expand. The city also serves as a "commuter" town with households often commuting out of the City for employment throughout the county and nearby Wichita. Housing has been a challenge for the community, so the City contacted Prairie Fire to help! Prairie Fire developed thirty units of affordable housing and twelve units of market rate housing. The project consists of two- and three-bedroom units rented to families.



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CITY COUNCIL AGENDA FORM

Meeting Date: September 21, 2021

Agenda Item Title: Department Reports

Department: City Manager

Presenter: N/A

Background: For informational purposes the following summary reports are submitted for your review:

1. Police Department Activity Report
2. Fire Department Activity Report
3. 911 Dispatch Call Summary
4. Building Permit Report
5. Code Enforcement Report

Funding Source:

City Attorney Review/Comment:

Options: For informational purposes only

Staff Recommendations: For informational purposes only

Attachments:

August Police Activity Report
August Stats for Fire Department
August 911 Call Summary
August Building Permit Report
August Code Enforcement Report

Russell Police

Department

Est. 1872

ACTIVITY REPORT FOR 2021

INCIDENTS REPORTED

OFFENSES	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Offenses Reports	31	16	22	20	8	15	19	17					148
Supplement Reports	7	9	3	27	5	0	3	7					61
Non-Crime Reports	7	5	13	9	14	11	15	12					86
Felony	12	5	9	6	2	2	5	8					49
Misdemeanor	19	11	13	14	8	13	14	9					101

CRIMINAL ENFORCEMENT ACTIVITIES

DESCRIPTION	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Adult Arrest	12	10	6	13	4	10	14	7					76
Juvenile Arrest	1	2	0	1	0	1	1	2					8
Child in Need of Care	0	1	1	0	1	2	1	1					7
Total Custody	13	12	7	14	5	13	15	10					89
Alcohol Related	2	3	1	1	0	0	0	2					9
Drug Related	6	1	0	1	0	1	2	3					14
Curfew Violaiton	0	0	0	0	0	0	0	0					0

INVESTIGATION ACTIVITES

DESCRIPTION	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Total Cases Assigned	34	21	42	42	22	26	34	34					255
Total Active Cases	14	5	11	12	4	2	5	2					55
Cases Referred	6	5	12	8	4	4	2	5					46
Adult Affdavits Filed	4	2	3	5	2	3	3	2					24
Juvenile Affadvits Filed	1	1	0	1	0	1	2	1					7
Follow-Up Contacts	0	1	0	1	0	0	2	3					7
Search Warrants	1	0	0	1	0	3	0	0					5

TRAFFIC ACCIDENT INVESTIGATIONS

DESCRIPTIONS	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Injury Accidents	1	0	1	0	2	1	2	0					7
Non-Injury Accidents	6	3	1	2	3	2	7	3					27
TOTAL ACCIDENTS	7	4	5	4	6	3	12	4					45
Private Property	0	1	3	2	1	0	3	1					11

Department

Est. 1872

PATROL ACTIVITIES

DESCRIPTION	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Community Policing	0	0	0	1	2	4	6	2					15
Speeding Citation	0	0	0	0	1	6	1	1					2
Other Traffic Citation	6	7	8	2	3	8	5	2					41
Parking Warning	2	0	1	8	8	2	2	1					24
DUI Arrest	1	3	1	0	0	0	0	0					5
Vacation Watches	5	0	0	0	4	0	0	0					9
Open Buildings	2	1	4	2	1	9	5	2					699
Public Assists	90	83	48	100	91	138	85	64					76
Alarms	9	10	4	10	10	16	5	12					76
Animal Complaints	19	22	13	70	21	25	19	13					202
Subpoena Served	6	2	5	6	2	2	4	1					28

TRAINING HOURS RECEIVED

DESCRIPTION	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
In-House	4	0	14	32	14	30	0	4					98
Academy/Other	1	9	0	42	181	160	160	130					683
Instructor Hours	0	0	2	0	2	0	0	0					4
Total Training Hours	5	9	16	72	197	190	160	134					783

ADMINISTRATIVE INVESTIGATIONS

DESCRIPTION	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Allegations received	1	0	0	0	0	0	0	0					1
Unfounded	1	0	0	0	0	0	0	0					1
Founded	0	0	0	0	0	0	0	0					0
Not Sustained	0	0	0	0	0	0	0	0					0
Investigation in Process	0	0	0	0	0	0	0	0					0
Administrative Closure	1	0	0	0	0	0	0	0					1
Commendations	0	0	0	0	0	0	0	0					0

ANIMAL CONTORL

DESCRIPTION	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Calls for Service	50	46	72	59	73	90	82	77					549
Animal Bite Rpts.	1	1	3	1	3	1	2	1					13
At Large Complaints	20	18	29	26	31	36	41	41					242
Barking Dog Complaints	2	2	10	6	5	4	2	0					31
Skunk Complaints	3	0	2	3	3	6	1	3					21
Other Animal Complaints	20	16	32	23	18	19	19	32					179
Tickets issued	0	0	2	0	1	0	0	0					3
Verbal/Written Warning	3	7	5	5	5	6	6	2					39

Animals Returned	15	10	14	18	24	23	22	12					138
Dead Animals Removed	8	6	14	5	13	16	3	9					74
Traps Set	1	5	8	13	9	7	6	3					52
Animals Trapped	1	4	4	6	2	3	14	1					35
Lost Animals	4	6	4	10	7	10	9	4					54
Injuried Animals	0	2	3	2	6	4	5	1					23
Impounded Animals	4	4	10	7	5	20	18	12					80
Rabies	0	0	0	0	1	1	1	0					3

Fire Department	Jan	Feb	March	April	May	June	July	Aug	Sep	Oct	Nov	Dec	Total
Inspections	2	3	1	3	6	13	2	0					30
Incidents	15	18	7	17	17	21	17	24					136
Fire Hydrants	0	0	0	0	0	0	0	0					0
Training Hours	16	10	11.25	20.5	4	18.5	36	4					120.25
Smoke Detector Install	0	0	0	0	0	0	6	3					9
Fire Extinguisher Install	0	0	0	0	0	0	0	0					0
Presentations	0	0	0	0	0	1	1	0					2

Call Summary

Russell County Communications

133 W 8th St

Russell, KS 67665 County: Russell

Year: 2021

Agency Affiliation Police

Report Date: 09/04/2021 12:10:17

Report Date From: 08/01/2021

Report Date To: 08/31/2021

Period Group: Month

Days Of Week: All

Call Type: All

Abandoned Filters: Include Abandoned

NSI Filters: NSI Included in 911 Totals

Agency Affiliation: All

		August 2021	Total
911	Inbound	322	322
	Abandoned	42	42
	Abandoned %	11.54%	11.54%
	Unparsed	0	0
	Total	364	364
10-Digit Emerg	Inbound	0	0
	Abandoned	0	0
	Outbound	0	0
	Unparsed	0	0
	Total	0	0
Administrative	Inbound	1,883	1,883
	Abandoned	38	38
	Outbound	709	709
	Unparsed	0	0
	Total	2,630	2,630
	Avg Call Duration	83.8	83.8
	Total	2,994	2,994

CITY OF Russell

Permit Report

08/01/2021 - 08/31/2021

Group: Building

Permit #	Permit Date	Project Address	Description	Project Cost	Primary Contractor
20210216	8/31/2021	145 Eves Dr.	Roofing	21,074.46	M & N Watertite Metal Roofing LLC
20210213	8/19/2021	1237 N Main St	Fence	1,500.00	Lumpkins Construction
20210211	8/17/2021	624 W 16th	Fence	4,000.00	Property Owner
20210210	8/12/2021	48 S Main St	Replace HVAC	6,500.00	Big A Contracting
20210209	8/12/2021	229 S Windsor St	Roofing	5,600.00	Property Owner
20210207	8/6/2021	1750 N Lincoln	HVAC Replacement	17,000.00	Don's Plumbing, Heating and Air
20210203	8/3/2021	334 Hartman	Storage shed 40' x 46'	61,620.00	Quality Structures LLC
20210202	8/2/2021	425 E 2nd	Roofing	9,000.00	Ozone Roofing, Inc
20210200	8/2/2021	1645 N Elm	Swimming Pool	7,500.00	Property Owner

Group Total: 9

Group: Electrical

Permit #	Permit Date	Project Address	Description	Project Cost	Primary Contractor
20210215	8/24/2021	1645 N Elm	Electrical for pool	2,500.00	Russell Contractors
20210214	8/19/2021	107 S Grant St.	Service Upgrade	450.00	O'Ryan Electric
20210212	8/19/2021	124 W 12th	Service Upgrade	3,400.00	ESC Electric
20210206	8/6/2021	235 W 1st	Service Upgrade	1,800.00	DNA Electric LLC
20210204	8/4/2021	316 N Grant	Service Upgrade	3,000.00	Russell Contractors
20210201	8/2/2021	1750 N LIncoln	Service Upgrade	5,400.00	ESC Electric

Group Total: 6

Group: Mechanical

20210208	8/10/2021	307 S. Maple	HVAC Replacement	6,700.00	Don's Plumbing, Heating and Air
20210205	8/4/2021	137 Eves Dr.	HVAC Replacement	7,000.00	Suchy Tank Service

Group Total: 2

Total Records: 17

9/13/2021

CITY OF Russell

Case Report

08/01/2021 - 08/31/2021

Case #	Case Date	Case Address	Description	Assigned To
Group: General Nuisance				
20210180	8/20/2021	336 N. Franklin	General Nuisance	Kim Grizzle
20210164	8/16/2021	148 Barbara	General Nuisance	Kim Grizzle
20210163	8/13/2021	148 Barbara	General Nuisance	Kim Grizzle
20210154	8/6/2021	843 E. Wisconsin	General Nuisance	Kim Grizzle
20210148	8/3/2021	440 W. 15th	General Nuisance	Kim Grizzle
				Group Total: 5
Group: Overgrowth				
20210187	8/31/2021	1337 N. Elm	Overgrowth	Kim Grizzle
20210186	8/27/2021	845 E. Wichita	Overgrowth	Kim Grizzle
20210185	8/26/2021	971 E. 4th	Overgrowth	Kim Grizzle
20210184	8/26/2021	963 E 4th	Overgrowth	Kim Grizzle
20210183	8/23/2021	611 N. Culp	Overgrowth	Kim Grizzle
20210182	8/23/2021	971 E. 4th	Overgrowth	Kim Grizzle
20210181	8/23/2021	971 E 4th	Overgrowth	Kim Grizzle
20210179	8/20/2021	721 N. Franklin	Overgrowth	Kim Grizzle
20210178	8/20/2021	737 E. Oakdale	Overgrowth	Kim Grizzle
20210177	8/19/2021	1603N. Kansas	Overgrowth	Kim Grizzle
20210176	8/19/2021	524 E. Oakdale	Overgrowth	Kim Grizzle
20210175	8/19/2021	1627 N, Kansas	Overgrowth	Kim Grizzle
20210174	8/19/2021	1619 N. Kansas	Overgrowth	Kim Grizzle

20210173	8/19/2021	1603 N. Kansas	Overgrowth	Kim Grizzle
20210172	8/18/2021	319 N. Fossil	Overgrowth	Kim Grizzle
20210169	8/18/2021	1456 N. Main	Overgrowth	Kim Grizzle
20210167	8/18/2021	532 E. Sunset	Overgrowth	Kim Grizzle
20210166	8/17/2021	231 E. Wichita	Overgrowth	Kim Grizzle
20210165	8/17/2021	1216 N. Lincoln	Overgrowth	Kim Grizzle
20210162	8/11/2021	215 E. Wichita	Overgrowth	Kim Grizzle
20210161	8/11/2021	655 W. 15th	Overgrowth	Kim Grizzle
20210160	8/10/2021	540 E. 1st	Overgrowth	Kim Grizzle
20210159	8/10/2021	1405 N. Seitz	Overgrowth	Kim Grizzle
20210157	8/9/2021	1532 N. Ash	Overgrowth	Kim Grizzle
20210153	8/6/2021	634 E. 1st	Overgrowth	Kim Grizzle
20210152	8/6/2021	347 W. Wisconsin	Overgrowth	Kim Grizzle
20210151	8/4/2021	1633 N. Main	Overgrowth	Kim Grizzle

Group Total: 27

Group: Overgrowth

20210149	8/3/2021	728 E. Wisconsin	Overgrowth	Kim Grizzle

Group Total: 1

Group: Structure Fire

20210168	8/18/2021	639 W. Wisconsin	Structure Fire	Roger Sells
20210150	8/3/2021	639 W Wisconsin	Structure Fire	Roger Sells

Group Total: 2

Group: Vehicle

20210171	8/18/2021	1603 N. Lincoln	Vehicle	Kim Grizzle

Group Total: 1

Total Records: 36

9/13/2021