427 COURT ST
P O BOX 117
CLAY CENTER, KANSAS 67432
PHONE: 785-632-5454
FAX: 785-632-3943
WWW.CITYOFCLAYCENTER.COM

Tuesday, December 17, 2024
5:30 p.m.

1. CALL TO ORDER
   - A. Roll Call
   - B. Pledge of Allegiance

2. MAYOR REPORT
   - A. Updates

3. CITY CLERK REPORT
   - A. Updates

4. STAFF REPORTS/COMMUNICATIONS
   - A. 12/2/2024 PUC Minutes
   - B. Appropriation Ordinances 2768 & 2769
   - C. November Financials

5. CITY ATTORNEY REPORT
   - A. Updates

6. CONSENT AGENDA
   - A. 12/3/2024 City Council Meeting Minutes
   - B. Appropriation Ordinances 4058 & 4059

7. ORDINANCES
   - A. None

8. RESOLUTIONS
   - A. None

9. FORMAL ACTIONS
   - A. 12th Street Estates-PenniWize Investments Change in Scope
   - B. BASE Grant Agreement-12th Street Estates/PenniWize Investments
   - C. Commercial Neighborhood Revitalization Plan Interlocal Agreement
   - D. T-Mobile Hometown Grant Application
   - E. 2024 Audit Proposal
   - F. Cemetery Perpetual Care Fund Transfer
   - G. Cereal Malt Beverage Licenses
     - Brad Dieckmann d/b/a Diecks, Inc.
     - DG Retail, LLC d/b/a Dollar General Store #2481
     - Family Dollar, LLC d/b/a Family Dollar #32782
     - Ralph Stirrett d/b/a Idle Hour
     - Leiszler Oil Co., Inc. d/b/a Short Stop #1
     - Leiszler Oil Co., Inc. d/b/a Short Stop #22
     - Floersch IGA, Inc. d/b/a Ray's Apple Market #441

COMMITTEE REPORTS

1. ADMINISTRATIVE
   - A. Updates

2. PUBLIC SAFETY
   - A. Updates

3. PUBLIC SERVICES
   - A. Updates

4. PROPERTY & RECREATION
   - A. Updates

5. ADJOURNMENT

Minutes of Meeting
Of
Public Utilities Commission
December 2, 2024

The Public Utilities Commission met in regular session with Commissioner Brad Dieckmann presiding. Present were Commissioner Aaron Floersch, Commissioner Bill Callaway, and Office Manager in-training Kathy Crimmins.

The minutes of the November 6, 2024 meeting were presented for approval. There being no objections, they were approved as read.

The Appropriations Ordinance No. 2766(Payroll) was presented for approval. It was moved by Commissioner Bill Callaway and seconded by Commissioner Aaron Floersch to pay the claims. The vote was all yeas.

Appropriations Ordinance No. 2767(Bills) was presented for approval. It was moved by Commissioner Aaron Floersch and seconded by Commissioner Bill Callaway to pay the claims. The vote was all yeas.

Supt. Glaves updated:

(1.) The Fairbanks-Morse Man unit ran up to full load on diesel with no issues. When it was switched to gas, the engine did not sound right and would not stabilize. He believes it could be the gas regulator and is researching options for a new or used unit.
(2.) 12th Street Estates is still wanting all utilities installed and has presented a proposal.
(3.) Wildcat Blockchain LLC would like to use property at the switch station, but noise would be an issue. They would also provide a transformer.
(4.) The KPP Board chose Option 3 for the proposed 2025 rates.
(5.) The WAPA Rate increase for 2025 and 2026 reflected a rise in a little over eight percent.
(6.) A letter of understanding is required with Evergy for the 115 KV Line Ownership Transfer.
(7.) Truck # 63 is not worth fixing, so looking for another vehicle. The insurance company needs more documentation for the estimate on Truck # 2.

Supt Glaves reported that G-Works annual yearly base subscription is extremely higher than last year and is forcing the Public Utilities to move to Cloud usage.

He also informed the commissioner of upcoming events.
12/5/24 – CCPUC Christmas Party - 6:30 at the new Welcome Center
12/12/24 – Welcome Center 'Soft Opening' for donors – 6:00pm to 8:30 pm
12/13-4/24 – Annual Lights Before Christmas Fundraiser
1/29/24 – KMU Day at the Capitol

There being no further business, the Commission Meeting adjourned.

Scott Glaves, Supt. of Utilities

PUBLIC UTILITIES COMMISSION
City of Clay Center, Kansas

TO THE MAYOR AND THE COUNCIL

Approved by Ord. No. 2768

We hereby certify that the following is a true and correct statement of the amounts due the several individuals, firms and corporations for labor and/or supplies furnished the MUNICIPAL LIGHT AND WATER PLANT. The amounts are correct due and unpaid.

Commissioners

For the period of November 27, 2024 TO December 10, 2024

Base	Federal	S.S.	State	Other Deduc	Retirement		
79,190.45	5,644.14	5,901.32	3,514.58	3,352.20	4,637.31	**NET**	**$56,110.12**

SS Employers	Retirement Employers	Car Allowance	Dental		
5,901.32	7,929.78	-30.78	-512.76	**TOTAL**	**$92,478.01**

State of Kansas, Clay County ss

Scott Glaves

Being duly sworn, says that the above accounts are just, correct and remains due and unpaid.

Superintendent

Subscribed and sworn to before me this 16th day of December 2024

Amelia Blackwood City Clerk

CITY OF CLAY CENTER
Seal
KANSAS

PUBLIC UTILITIES COMMISSION
City of Clay Center, Kansas

TO THE MAYOR AND COUNCIL:

We hereby certify that the following is a true and correct statement of the amounts due the several individuals, firms and corporations for labor and/or supplies furnished the MUNICIPAL LIGHT & WATER PLANT. The amounts are correct due and unpaid.

For the first half of December 2024

Date: December 16, 2024

Approved by Ordinance No. 2769

Aaron Hauck

Commissioners

VENDOR NAME ACCOUNT	LINE	INVOICE NUMBER	REFERENCE	PAYMENT AMOUNT
BORDER STATES INDUSTRIES				
DISTRIBUTION EXPENSES	SYSTEM MAINTENANCE	929514824	HV METER	1,752.00
***** VENDOR TOTAL *****				1,752.00
CENTRAL VALLEY AG				
DISTRIBUTION EXPENSES	AUTO AND TRUCK EXPENSE	121624	FUEL	737.63
DISTRIBUTION EXPENSES	AUTO AND TRUCK EXPENSE	121624	FUEL	316.12
***** VENDOR TOTAL *****				1,053.75
CITY OF CLAY CENTER				
TRANSFER ACCOUNTS	TRANSFER TO CITY SOLID WASTE	12162024	SOLID WASTE	23,365.44
***** VENDOR TOTAL *****				23,365.44
CITY OF CLAY CENTER				
TRANSFER ACCOUNTS	TRANSFER TO CITY SUBSIDY	12162024	ELECTRIC SUBSIDY	11,216.97
***** VENDOR TOTAL *****				11,216.97
CITY OF CLAY CENTER				
TRANSFER ACCOUNTS	TRANSFER TO CITY SUBSIDY	12162024	WATER SUBSIDY	6,088.57
***** VENDOR TOTAL *****				6,088.57
CITY OF CLAY CENTER				
TRANSFER ACCOUNTS	TRANSFER TO CITY SEWAGE	12162024	SEWAGE DISPOSAL	53,838.99
***** VENDOR TOTAL *****				53,838.99
CLAY COUNTY LUMBER & SUPPLY				
PRODUCTION EXPENSES	PLANT MAINTENANCE	248431	CAULK	13.13
PRODUCTION EXPENSES	PLANT MAINTENANCE	248672	GLAZING COMPOUND	13.13
DISTRIBUTION EXPENSES	CHRISTMAS LIGHT MAINT	248362	DRILL BIT SET	74.99
DISTRIBUTION EXPENSES	SYSTEM MAINTENANCE	248450	CLEVIS	19.03
DISTRIBUTION EXPENSES	ZOO WELCOME CENTER	246602	DOOR STOP	53.94
DISTRIBUTION EXPENSES	ZOO WELCOME CENTER	246969	KNIFE, SCREWS, LUMBER	30.97
DISTRIBUTION EXPENSES	ZOO WELCOME CENTER	247227	CAULK	9.82
DISTRIBUTION EXPENSES	ZOO WELCOME CENTER	247253	P-TRAP, FLANGE	10.87
DISTRIBUTION EXPENSES	ZOO WELCOME CENTER	247257	PUTTY, NAIL SET	9.98
DISTRIBUTION EXPENSES	ZOO WELCOME CENTER	247261	DWV COUPLING, ADAPTER	8.77
DISTRIBUTION EXPENSES	ZOO WELCOME CENTER	247324	2X10X12 PINE	33.58
DISTRIBUTION EXPENSES	ZOO WELCOME CENTER	247349	ADAPTER, TEE, FLANGE, BUSHING	11.86
DISTRIBUTION EXPENSES	ZOO WELCOME CENTER	247366	SLIP WASHER	2.39
DISTRIBUTION EXPENSES	ZOO WELCOME CENTER	247725	PEX FITTING	9.58
DISTRIBUTION EXPENSES	ZOO WELCOME CENTER	247865	BALL VALVE	38.97
DISTRIBUTION EXPENSES	ZOO WELCOME CENTER	248065	PEX PLUG	3.98
DISTRIBUTION EXPENSES	ZOO WELCOME CENTER	248075	P-TRAP SLIP JOINT	13.96
DISTRIBUTION EXPENSES	ZOO WELCOME CENTER	249169	GRAB BARS	145.96
DISTRIBUTION EXPENSES	ZOO WELCOME CENTER	249205	TRIM SCREWS	13.79
DISTRIBUTION EXPENSES	PARK IMPROVEMENT	247403	POND PUMP - AVIARY	84.99
DISTRIBUTION EXPENSES	PARK IMPROVEMENT	248389	BATTERIES	10.94

VENDOR NAME ACCOUNT	LINE	INVOICE NUMBER	REFERENCE	PAYMENT AMOUNT
CLAY COUNTY LUMBER & SUPPLY				
***** VENDOR TOTAL *****				614.63
COMPLIANCE ONE				
COMMERCIAL AND GENERAL	DRUG & ALCOHOL TESTING	323273	DRUG TESTING	48.20
COMMERCIAL AND GENERAL	DRUG & ALCOHOL TESTING	323273	DRUG TESTING	20.65
***** VENDOR TOTAL *****				68.85
DOLLAR GENERAL - CHARGED				
PRODUCTION EXPENSES	PLANT MAINTENANCE	1001347891	CLEANING SUPPLIES	51.03
COMMERCIAL AND GENERAL	MISCELLANEOUS EXPENSE	1001345258	KLEENEX, COFFEE, BATTERIES	34.52
COMMERCIAL AND GENERAL	MISCELLANEOUS EXPENSE	1001346131	RETURN CLOCK	12.27-
COMMERCIAL AND GENERAL	MISCELLANEOUS EXPENSE	1001346136	OFFICE CLOCK	2.74
COMMERCIAL AND GENERAL	MISCELLANEOUS EXPENSE	1001345258	KLEENEX, COFFEE, BATTERIES	14.79
COMMERCIAL AND GENERAL	MISCELLANEOUS EXPENSE	1001346131	RETURN CLOCK	5.25-
***** VENDOR TOTAL *****				85.56
ESPI				
PRODUCTION EXPENSES	PUMP MAINTENANCE	5126	BATTERY PACK - WELLHOUSE #10	64.00
***** VENDOR TOTAL *****				64.00
FAMILY HEALTH AMERICA, L.C.				
COMMERCIAL AND GENERAL	MISCELLANEOUS EXPENSE	40230	SERVICE MONTH - DEC	70.00
COMMERCIAL AND GENERAL	MISCELLANEOUS EXPENSE	40230	SERVICE MONTH - DEC	30.00
***** VENDOR TOTAL *****				100.00
GIBSONS PRODUCTS CO. #8259L				
PRODUCTION EXPENSES	PLANT MAINTENANCE	377440	AA & AAA BATTERIES	24.26
PRODUCTION EXPENSES	PLANT MAINTENANCE	377471	ADAPTER, SILLCOCK	15.31
PRODUCTION EXPENSES	PLANT MAINTENANCE	377512	COFFEEMAKER, HOSE CLAMPS	189.51
PRODUCTION EXPENSES	PLANT MAINTENANCE	377558	TOOL & SOCKET SETS	146.70
PRODUCTION EXPENSES	PLANT MAINTENANCE	377404	PVC ADAPTER, PLUG, COUPLER	8.56
PRODUCTION EXPENSES	PLANT MAINTENANCE	377405	SEAL TAPE, COUPLE, ADAPTER	13.71
DISTRIBUTION EXPENSES	CHRISTMAS LIGHT MAINT	377560	X-MAS LIGHTS	26.26
DISTRIBUTION EXPENSES	ANIMAL MAINTENANCE	377548	ROPE & NOTIONS	33.24
***** VENDOR TOTAL *****				457.55
GWORKS				
COMMERCIAL AND GENERAL	OFFICE SUPPLIES	2019-26197	ANNUAL SUBSCRIPTION	14,700.00
COMMERCIAL AND GENERAL	OFFICE SUPPLIES	2019-26197	ANNUAL SUBSCRIPTION	6,300.00
***** VENDOR TOTAL *****				21,000.00
KANSAS GAS SERVICE				
PRODUCTION EXPENSES	PLANT MAINTENANCE	12162024-2	512427192 1453353	590.64
PRODUCTION EXPENSES	PLANT MAINTENANCE	1216204-3	512427192 1453354	168.89
PRODUCTION EXPENSES	PLANT MAINTENANCE	121624-1	512427192 1453352	519.96
PRODUCTION EXPENSES	GAS	12162024-5	510000297 1562841	1,455.67

VENDOR NAME / ACCOUNT	LINE	INVOICE NUMBER	REFERENCE	PAYMENT AMOUNT
KANSAS GAS SERVICE				
DISTRIBUTION EXPENSES	ANIMAL MAINTENANCE	12162024-4	510000297 2041268	125.02
DISTRIBUTION EXPENSES	ANIMAL MAINTENANCE	121624	510000297 2041258	719.53
***** VENDOR TOTAL *****				3,579.71
KANSAS ONE-CALL SYS., INC.				
DISTRIBUTION EXPENSES	LOCATE EXPENSE	4110542	LOCATE FEE	38.64
DISTRIBUTION EXPENSES	LOCATE EXPENSE	4110542	LOCATE FEE	16.56
***** VENDOR TOTAL *****				55.20
KIERS THRIFTWAY				
DISTRIBUTION EXPENSES	ANIMAL MAINTENANCE	5950	BANANAS	3.05
***** VENDOR TOTAL *****				3.05
KMEA MID-STATES				
PRODUCTION EXPENSES	PLANT MAINTENANCE	RS-ClayCenter-11-24	TRIP COIL FOR KFD BREAKER	1,141.17
***** VENDOR TOTAL *****				1,141.17
KONDRATIEFF, VALERIAN				
DISTRIBUTION EXPENSES	PARK IMPROVEMENT	190495	2 HORSE PANELS	219.98
COMMERCIAL AND GENERAL	MISCELLANEOUS EXPENSE	MAIL	MAIL	22.20
***** VENDOR TOTAL *****				242.18
KS DEPT OF HEALTH & ENVIRONMEN				
COMMERCIAL AND GENERAL	MISCELLANEOUS EXPENSE	RENEWAL	CLASS 1 DRINKING WATER RENEWAL RICHIE MELLIES	20.00
***** VENDOR TOTAL *****				20.00
MCMASTER - CARR				
PRODUCTION EXPENSES	PLANT MAINTENANCE	37554376	SANDING DISC	158.96
DISTRIBUTION EXPENSES	CHRISTMAS LIGHT MAINT	37777814	CABLE TIES	35.36
***** VENDOR TOTAL *****				194.32
MUNICIPAL SUPPLY INC OF WICHIT				
DISTRIBUTION EXPENSES	SYSTEM MAINTENANCE	0928395	REPAIR CLAMPS	840.78
***** VENDOR TOTAL *****				840.78
NAPA AUTO PARTS OF CLAY C				
PRODUCTION EXPENSES	PLANT MAINTENANCE	857120	GRAPHITEE , DIESEL FUEL SUPPL	80.88
PRODUCTION EXPENSES	PLANT MAINTENANCE	857790	900 LED BULB	89.99
PRODUCTION EXPENSES	PLANT MAINTENANCE	858784	3 HEX BITS	9.99
DISTRIBUTION EXPENSES	SYSTEM MAINTENANCE	858442	BULB RETAINER	21.76

VENDOR NAME / ACCOUNT	LINE	INVOICE NUMBER	REFERENCE	PAYMENT AMOUNT
NAPA AUTO PARTS OF CLAY C				
***** VENDOR TOTAL *****				202.62
NCS				
DISTRIBUTION EXPENSES	ZOO WELCOME CENTER	126474	IT SERVICES	6,284.46
COMMERCIAL AND GENERAL	IT - SERVICES	126599	IT SERVICES	154.00
COMMERCIAL AND GENERAL	IT - SERVICES	126758	IT SERVICES	268.10
COMMERCIAL AND GENERAL	IT - SERVICES	126599	IT SERVICES	66.00
COMMERCIAL AND GENERAL	IT - SERVICES	126758	IT SERVICES	114.90
***** VENDOR TOTAL *****				6,887.46
PACE ANALYTICAL SERVICES, INC.				
PRODUCTION EXPENSES	ANALYTICAL SERVICES	2460217937	ANALYTICAL SERVICES	275.00
PRODUCTION EXPENSES	ANALYTICAL SERVICES	2460218245	ANALYTICAL SERVICES	275.00
***** VENDOR TOTAL *****				550.00
PRAIRIELAND PARTNERS, LLC				
DISTRIBUTION EXPENSES	AUTO AND TRUCK EXPENSE	1001488008	AIR FILTER - CY 8	19.04
***** VENDOR TOTAL *****				19.04
PRODUCTIVITY PLUS ACCOUNT				
PRODUCTION EXPENSES	PLANT MAINTENANCE	579656	MOWER SWITCH UPGRADE	164.44
***** VENDOR TOTAL *****				164.44
PROTECTIVE EQUIP. TESTING LAB				
DISTRIBUTION EXPENSES	SYSTEM MAINTENANCE	87038	BLANKETS, HOODS, JUMPER,LINE HOSE, TRUCK, CROSS ARM TESTING	4,446.50
***** VENDOR TOTAL *****				4,446.50
RAY'S APPLE MARKET				
DISTRIBUTION EXPENSES	ANIMAL MAINTENANCE	1076	HOT DOGS, BURGER	11.41
DISTRIBUTION EXPENSES	ANIMAL MAINTENANCE	1152	CHICKEN LEG QUARTERS	23.67
DISTRIBUTION EXPENSES	ANIMAL MAINTENANCE	1213	RAISINS, V8	16.56
DISTRIBUTION EXPENSES	ANIMAL MAINTENANCE	1678	APPLES, BANANAS, GRAPES	32.57
DISTRIBUTION EXPENSES	ANIMAL MAINTENANCE	2432	CURAD VINYL, BLEACH, TOWELS	36.29
DISTRIBUTION EXPENSES	ANIMAL MAINTENANCE	4841	CREAMER, GROUND CHUCK	4.69
DISTRIBUTION EXPENSES	ANIMAL MAINTENANCE	6472	BANANAS	14.20
DISTRIBUTION EXPENSES	ANIMAL MAINTENANCE	7318	BANANAS	8.02
DISTRIBUTION EXPENSES	ANIMAL MAINTENANCE	7847	KALE	31.92
DISTRIBUTION EXPENSES	ANIMAL MAINTENANCE	8169A	BANANAS, GRAPES	25.11
DISTRIBUTION EXPENSES	ANIMAL MAINTENANCE	8741A	BANANAS, GRAPES	40.38
DISTRIBUTION EXPENSES	ANIMAL MAINTENANCE	9035	BANANAS	12.57
COMMERCIAL AND GENERAL	MISCELLANEOUS EXPENSE	5416	COFFEE, PAPER TOWELS	15.73
COMMERCIAL AND GENERAL	MISCELLANEOUS EXPENSE	6018	SAFETY MEETING	14.68
COMMERCIAL AND GENERAL	MISCELLANEOUS EXPENSE	4841	CREAMER, GROUND CHUCK	13.67
COMMERCIAL AND GENERAL	MISCELLANEOUS EXPENSE	5416	COFFEE, PAPER TOWELS	6.74
COMMERCIAL AND GENERAL	MISCELLANEOUS EXPENSE	5605	CUPS	13.10
COMMERCIAL AND GENERAL	MISCELLANEOUS EXPENSE	6018	SAFETY MEETING	6.29

VENDOR NAME ACCOUNT	LINE	INVOICE NUMBER	REFERENCE	PAYMENT AMOUNT
RAY'S APPLE MARKET				
COMMERCIAL AND GENERAL	MISCELLANEOUS EXPENSE	6959	CHLOROX, FREEZER BAGS	8.74
***** VENDOR TOTAL *****				336.34
SLINGSBY AGENCY				
COMMERCIAL AND GENERAL	INSURANCE	INSTALLMENT #4 OF 4	INSTALLMENT #4 OF 4	50,964.90
COMMERCIAL AND GENERAL	INSURANCE	INSTALLMENT #4 OF 4	INSTALLMENT #4 OF 4	21,842.10
***** VENDOR TOTAL *****				72,807.00
SUNBELT SOLOMON				
DISTRIBUTION EXPENSES	SYSTEM MAINTENANCE	399292	50 KVA PADMOUNT	17,082.00
***** VENDOR TOTAL *****				17,082.00
THE FEED SHED				
DISTRIBUTION EXPENSES	ANIMAL MAINTENANCE	50509	PARROT & PARAKEET MIX	145.51
***** VENDOR TOTAL *****				145.51
TRACTOR SUPPLY CREDIT PLAN				
DISTRIBUTION EXPENSES	ANIMAL MAINTENANCE	194255	GUINEA FOOD, HORSE TREATS	97.41
***** VENDOR TOTAL *****				97.41
UNION STATE BANK				
MORGANVILE WAT LINE LOC	MORGANVILLE WATER LINE LOC	DEBT SERVICE	MORGANVILLE DEBT SERVICE	2,633.12
TC RILEY DEBT SERVICE	TC RILEY DEBT SERVICE	TRANSCANADA	TRANSCANADA	22,508.51
***** VENDOR TOTAL *****				25,141.63
UPS, INC.				
PRODUCTION EXPENSES	WATER SAMPLE MAILING	5494	WATER SAMPLE MAILINGS	30.66
PRODUCTION EXPENSES	WATER SAMPLE MAILING	5504	MAILING WATER SAMPLES	16.47
***** VENDOR TOTAL *****				47.13
VERIZON WIRELESS				
COMMERCIAL AND GENERAL	MISCELLANEOUS EXPENSE	6100371687	SUPT GLAVES - CELL PHONE CHG	158.42
COMMERCIAL AND GENERAL	MISCELLANEOUS EXPENSE	6100371687	SUPT GLAVES - CELL PHONE CHG	67.89
***** VENDOR TOTAL *****				226.31
VISA				
COMMERCIAL AND GENERAL	WORKSHOPS / CONFERENCES	643598	MEALS	
***** VENDOR TOTAL *****				
WALL'S TRUE VALUE HARDWARE				
PRODUCTION EXPENSES	PLANT MAINTENANCE	211937	LIGHT REPAIR	2.18
PRODUCTION EXPENSES	PLANT MAINTENANCE	212667	GLUE, PAINT, GAP FOAM	19.35
DISTRIBUTION EXPENSES	ZOO WELCOME CENTER	212760	RANGE, REFRIGERATOR, MICROWAVE DISH WASHER	2,696.48

VENDOR NAME ACCOUNT	LINE	INVOICE NUMBER	REFERENCE	PAYMENT AMOUNT
WALL'S TRUE VALUE HARDWARE				
DISTRIBUTION EXPENSES	ZOO WELCOME CENTER	212825	6' CORD	13.99
DISTRIBUTION EXPENSES	ZOO WELCOME CENTER	212839	CLAMP, DISHWASHER FITTING	12.78
DISTRIBUTION EXPENSES	PARK IMPROVEMENT	212055	PAINT BRUSH	15.32
***** VENDOR TOTAL *****				2,760.10
WESTERN AREA POWER ADMIN.				
PRODUCTION EXPENSES	PURCHASED POWER	jjpb297431124	SERVICE MONTH - NOV	13,539.64
***** VENDOR TOTAL *****				13,539.64
WOODS & DURHAM CPA'S				
COMMERCIAL AND GENERAL	AUDIT	67608	PROFESSIONAL SERVICES	2,261.00
COMMERCIAL AND GENERAL	AUDIT	67608	PROFESSIONAL SERVICES	969.00
***** VENDOR TOTAL *****				3,230.00
***** REPORT TOTAL *****				273,465.85

ACCOUNT	INV	PAYMENTS
MORGANVILE WAT LINE LOC	1	2,633.12
TC RILEY DEBT SERVICE	1	22,508.51
PRODUCTION EXPENSES	27	19,078.23
DISTRIBUTION EXPENSES	55	36,545.18
COMMERCIAL AND GENERAL	31	98,190.84
TRANSFER ACCOUNTS	4	94,509.97
ACCOUNT TOTALS	119	273,465.85

BANK# BANK NAME CHECK# DATE	ACCOUNT# NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
1 UNION STATE						
16362 12/16/2024	204 BORDER STATES INDUSTRIES	1,752.00				
16363 12/16/2024	193 CENTRAL VALLEY AG	1,053.75				
16364 12/16/2024	1022 CITY OF CLAY CENTER	23,365.44				
16365 12/16/2024	1027 CITY OF CLAY CENTER	11,216.97				
16366 12/16/2024	1028 CITY OF CLAY CENTER	6,088.57				
16367 12/16/2024	1021 CITY OF CLAY CENTER	53,838.99				
16368 12/16/2024	176 CLAY COUNTY LUMBER & SUPPLY	.00			VOID:	
16369 12/16/2024	176 CLAY COUNTY LUMBER & SUPPLY	614.63				
16370 12/16/2024	263 COMPLIANCE ONE	68.85				
16371 12/16/2024	4155 DOLLAR GENERAL - CHARGED	85.56				
16372 12/16/2024	69 ESPI	64.00				
16373 12/16/2024	197 FAMILY HEALTH AMERICA, L.C.	100.00				
16374 12/16/2024	7220 GIBSONS PRODUCTS CO. #8259L	457.55				
16375 12/16/2024	256 GWORKS	21,000.00				
16376 12/16/2024	11074 KANSAS GAS SERVICE	3,579.71				
16377 12/16/2024	11077 KANSAS ONE-CALL SYS., INC.	55.20				
16378 12/16/2024	11126 KIERS THRIFTWAY	3.05				
16379 12/16/2024	1000204 KMEA MID-STATES	1,141.17				
16380 12/16/2024	11170 KONDRATIEFF, VALERIAN	242.18				
16381 12/16/2024	11262 KS DEPT OF HEALTH & ENVIRONMEN	20.00				
16382 12/16/2024	13120 MCMASTER - CARR	194.32				
16383 12/16/2024	1000160 MUNICIPAL SUPPLY INC OF WICHIT	840.78				
16384 12/16/2024	1000165 NAPA AUTO PARTS OF CLAY C	202.62				
16385 12/16/2024	171 NCS	6,887.46				
16386 12/16/2024	152 PACE ANALYTICAL SERVICES, INC.	550.00				
16387 12/16/2024	4230 PRAIRIELAND PARTNERS, LLC	19.04				
16388 12/16/2024	3055 PRODUCTIVITY PLUS ACCOUNT	164.44				
16389 12/16/2024	16230 PROTECTIVE EQUIP. TESTING LAB	4,446.50				
16390 12/16/2024	18080 RAY'S APPLE MARKET	.00			VOID:	
16391 12/16/2024	18080 RAY'S APPLE MARKET	336.34				
16392 12/16/2024	19310 SLINGSBY AGENCY	72,807.00				
16393 12/16/2024	1000144 SUNBELT SOLOMON	17,082.00				
16394 12/16/2024	116 THE FEED SHED	145.51				
16395 12/16/2024	266 TRACTOR SUPPLY CREDIT PLAN	97.41				
16396 12/16/2024	20980 UNION STATE BANK	25,141.63				
16397 12/16/2024	21016 UPS, INC.	47.13				
16398 12/16/2024	22085 VERIZON WIRELESS	226.31				
16399 12/16/2024	23070 WALL'S TRUE VALUE HARDWARE	2,760.10				
16400 12/16/2024	23208 WESTERN AREA POWER ADMIN.	13,539.64				
16401 12/16/2024	23360 WOODS & DURHAM CPA'S	3,230.00				
* 2967						
2968 12/16/2024	11262 KS DEPT OF HEALTH & ENVIRONMEN	323.25		E-PAY		
* 2969 Thru 3012	(NOT IN SELECTED DATE RANGE)					
3013 12/16/2024	1025 SALES TAX DIVISION	13,264.13		E-PAY		
3014 12/16/2024	11079 KANSAS POWER POOL	297,914.03		E-PAY		

BANK# BANK NAME CHECK# DATE	ACCOUNT# NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID

* See Check Summary below for detail on gaps and checks from other modules.

BANK TOTALS:	
OUTSTANDING	584,967.26
CLEARED	.00
BANK 1 TOTAL	584,967.26
VOIDED	.00

FUND		TOTAL	OUTSTANDING	CLEARED	VOIDED
50	ELECTRIC	443,571.23	443,571.23	.00	.00
51	WATER	115,172.91	115,172.91	.00	.00
60	ELECTRIC SUBSIDY	11,216.97	11,216.97	.00	.00
61	WATE SUBSIDY	6,088.57	6,088.57	.00	.00
62	DEBT SERVICE/ MORGANVILLE	2,633.12	2,633.12	.00	.00
63	ZOO DONATIONS	6,284.46	6,284.46	.00	.00

BANK# BANK NAME CHECK#			DESCRIPTION
1 UNION STATE			
16362	Thru	16401	Accounts Payable Checks
2968	Thru	3014	Accounts Payable E-Pay

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
				UNION STATE				
				204 BORDER STATES INDUSTRIES				
929514824	1	12/16/24	12/04/24	HV METER	1,752.00	50	50-6000-605	1
				INVOICE TOTAL	1,752.00			
				VENDOR TOTAL	1,752.00			
				193 CENTRAL VALLEY AG				
121624	1	11/30/24	11/30/24	FUEL	737.63	50	50-6000-606	1
	2			FUEL	316.12	51	51-6000-606	1
				INVOICE TOTAL	1,053.75			
				VENDOR TOTAL	1,053.75			
				1022 CITY OF CLAY CENTER				
12162024	1	12/13/24	12/13/24	SOLID WASTE	23,365.44	51	51-8000-811	1
				INVOICE TOTAL	23,365.44			
				VENDOR TOTAL	23,365.44			
				1027 CITY OF CLAY CENTER				
12162024	1	12/13/24	12/13/24	ELECTRIC SUBSIDY	11,216.97	60	60-8000-814	1
				INVOICE TOTAL	11,216.97			
				VENDOR TOTAL	11,216.97			
				1028 CITY OF CLAY CENTER				
12162024	1	12/13/24	12/13/24	WATER SUBSIDY	6,088.57	61	61-8000-814	1
				INVOICE TOTAL	6,088.57			
				VENDOR TOTAL	6,088.57			
				1021 CITY OF CLAY CENTER				
12162024	1	12/13/24	12/13/24	SEWAGE DISPOSAL	53,838.99	51	51-8000-810	1
				INVOICE TOTAL	53,838.99			
				VENDOR TOTAL	53,838.99			
				176 CLAY COUNTY LUMBER & SUPPLY				
246602	1	11/30/24	11/01/24	DOOR STOP	53.94	51	51-6000-608	1
				INVOICE TOTAL	53.94			
246969	1	11/30/24	11/05/24	KNIFE, SCREWS, LUMBER	30.97	51	51-6000-608	1
				INVOICE TOTAL	30.97			
247227	1	11/30/24	11/07/24	CAULK	9.82	51	51-6000-608	1
				INVOICE TOTAL	9.82			
247253	1	11/30/24	11/07/24	P-TRAP, FLANGE	10.87	51	51-6000-608	1
				INVOICE TOTAL	10.87			
247257	1	11/30/24	11/07/24	PUTTY, NAIL SET	9.98	51	51-6000-608	1
				INVOICE TOTAL	9.98			

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
247261	1	11/30/24	11/07/24	DWV COUPLING, ADAPTER	8.77	51	51-6000-608	1
				INVOICE TOTAL	8.77			
247324	1	11/30/24	11/08/24	2X10X12 PINE	33.58	51	51-6000-608	1
				INVOICE TOTAL	33.58			
247349	1	11/30/24	11/08/24	ADAPTER, TEE, FLANGE, BUSHING	11.86	51	51-6000-608	1
				INVOICE TOTAL	11.86			
247366	1	11/30/24	11/08/24	SLIP WASHER	2.39	51	51-6000-608	1
				INVOICE TOTAL	2.39			
247403	1	11/30/24	11/08/24	POND PUMP - AVIARY	84.99	51	51-6000-609	1
				INVOICE TOTAL	84.99			
247725	1	11/30/24	11/12/24	PEX FITTING	9.58	51	51-6000-608	1
				INVOICE TOTAL	9.58			
247865	1	11/30/24	11/13/24	BALL VALVE	38.97	51	51-6000-608	1
				INVOICE TOTAL	38.97			
248065	1	11/30/24	11/14/24	PEX PLUG	3.98	51	51-6000-608	1
				INVOICE TOTAL	3.98			
248075	1	11/30/24	11/14/24	P-TRAP SLIP JOINT	13.96	51	51-6000-608	1
				INVOICE TOTAL	13.96			
248362	1	11/30/24	11/26/24	DRILL BIT SET	74.99	50	50-6000-608	1
				INVOICE TOTAL	74.99			
248389	1	11/30/24	11/18/24	BATTERIES	10.94	51	51-6000-609	1
				INVOICE TOTAL	10.94			
248431	1	11/30/24	11/18/24	CAULK	13.13	50	50-5000-505	1
				INVOICE TOTAL	13.13			
248450	1	11/30/24	11/18/24	CLEVIS	19.03	51	51-6000-605	1
				INVOICE TOTAL	19.03			
248672	1	11/30/24	11/20/24	GLAZING COMPOUND	13.13	50	50-5000-505	1
				INVOICE TOTAL	13.13			
249169	1	11/30/24	11/25/24	GRAB BARS	145.96	51	51-6000-608	1
				INVOICE TOTAL	145.96			
249205	1	11/30/24	11/25/24	TRIM SCREWS	13.79	51	51-6000-608	1
				INVOICE TOTAL	13.79			
				VENDOR TOTAL	614.63			
			263	COMPLIANCE ONE				
323273	1	11/30/24	12/10/24	DRUG TESTING	48.20	50	50-7000-736	1
	2			DRUG TESTING	20.65	51	51-7000-736	1
				INVOICE TOTAL	68.85			

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
				VENDOR TOTAL	68.85			
			4155	DOLLAR GENERAL - CHARGED				
1001345258	1	11/30/24	11/07/24	KLEENEX, COFFEE, BATTERIES	34.52	50	50-7000-716	1
	2			KLEENEX, COFFEE, BATTERIES	14.79	51	51-7000-716	1
				INVOICE TOTAL	49.31			
1001346131	1	11/30/24	11/13/24	RETURN CLOCK	12.27-	50	50-7000-716	1
	2			RETURN CLOCK	5.25-	51	51-7000-716	1
				INVOICE TOTAL	17.52-			
1001346136	1	11/30/24	11/13/24	OFFICE CLOCK	2.74	50	50-7000-716	1
				INVOICE TOTAL	2.74			
1001347891	1	11/30/24	11/21/24	CLEANING SUPPLIES	51.03	50	50-5000-505	1
				INVOICE TOTAL	51.03			
				VENDOR TOTAL	85.56			
			69	ESPI				
5126	1	12/10/24	12/03/24	BATTERY PACK - WELLHOUSE #10	64.00	51	51-5000-504	1
				INVOICE TOTAL	64.00			
				VENDOR TOTAL	64.00			
			197	FAMILY HEALTH AMERICA, L.C.				
40230	1	12/13/24	12/13/24	SERVICE MONTH - DEC	70.00	50	50-7000-716	1
	2			SERVICE MONTH - DEC	30.00	51	51-7000-716	1
				INVOICE TOTAL	100.00			
				VENDOR TOTAL	100.00			
			7220	GIBSONS PRODUCTS CO. #8259L				
377404	1	11/30/24	11/04/24	PVC ADAPTER, PLUG, COUPLER	8.56	51	51-5000-505	1
				INVOICE TOTAL	8.56			
377405	1	11/30/24	11/04/24	SEAL TAPE, COUPLE, ADAPTER	13.71	51	51-5000-505	1
				INVOICE TOTAL	13.71			
377440	1	11/30/24	11/08/24	AA & AAA BATTERIES	24.26	50	50-5000-505	1
				INVOICE TOTAL	24.26			
377471	1	11/30/24	11/13/24	ADAPTER, SILLCOCK	15.31	50	50-5000-505	1
				INVOICE TOTAL	15.31			
377512	1	11/30/24	11/21/24	COFFEEMAKER, HOSE CLAMPS	189.51	50	50-5000-505	1
				INVOICE TOTAL	189.51			
377548	1	11/30/24	11/26/24	ROPE & NOTIONS	33.24	51	51-6000-610	1
				INVOICE TOTAL	33.24			
377558	1	11/30/24	1/12/74	TOOL & SOCKET SETS	146.70	50	50-5000-505	1
				INVOICE TOTAL	146.70			

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE		PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
377560	1	11/30/24	11/27/24	X-MAS LIGHTS		26.26	50	50-6000-608	1
					INVOICE TOTAL	26.26			
					VENDOR TOTAL	457.55			
			256	CWORKS					
2019-26197	1	11/30/24	11/30/24	ANNUAL SUBSCRIPTION		14,700.00	50	50-7000-704	1
	2			ANNUAL SUBSCRIPTION		6,300.00	51	51-7000-704	1
					INVOICE TOTAL	21,000.00			
					VENDOR TOTAL	21,000.00			
			11074	KANSAS GAS SERVICE					
12162024-2	1	11/30/24	12/06/24	512427192 1453353		590.64	50	50-5000-505	1
					INVOICE TOTAL	590.64			
12162024-4	1	11/30/24	12/06/24	510000297 2041268		125.02	51	51-6000-610	1
					INVOICE TOTAL	125.02			
12162024-5	1	11/30/24	12/06/24	510000297 1562841		1,455.67	50	50-5000-507	1
					INVOICE TOTAL	1,455.67			
1216204-3	1	11/30/24	12/06/24	512427192 1453354		168.89	50	50-5000-505	1
					INVOICE TOTAL	168.89			
121624	1	11/30/24	12/06/24	510000297 2041258		719.53	51	51-6000-610	1
					INVOICE TOTAL	719.53			
121624-1	1	11/30/24	12/06/24	512427192 1453352		519.96	50	50-5000-505	1
					INVOICE TOTAL	519.96			
					VENDOR TOTAL	3,579.71			
			11077	KANSAS ONE-CALL SYS., INC.					
4110542	1	11/30/24	11/30/24	LOCATE FEE		38.64	50	50-6000-613	1
	2			LOCATE FEE		16.56	51	51-6000-613	1
					INVOICE TOTAL	55.20			
					VENDOR TOTAL	55.20			
			11079	KANSAS POWER POOL					
NOV-24	1	11/30/24	12/16/24	SERVICE MONTH NOV-20224		297,914.03	50	50-5000-515 E-PAYMNT 3014 12/16/24	1
					INVOICE TOTAL	297,914.03			
					VENDOR TOTAL	297,914.03			
			11126	KIERS THRIFTWAY					
5950	1	11/30/24	11/30/24	BANANAS		3.05	51	51-6000-610	1
					INVOICE TOTAL	3.05			
					VENDOR TOTAL	3.05			
			1000204	KMEA MID-STATES					

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
				1000204 KMEA MID-STATES				
RS-ClayCenter-11-24	1	12/16/24	12/10/24	TRIP COIL FOR KFD BREAKER	1,141.17	50	50-5000-505	1
				INVOICE TOTAL	1,141.17			
				VENDOR TOTAL	1,141.17			
				11170 KONDRATIEFF, VALERIAN				
190495	1	11/30/24	11/01/24	2 HORSE PANELS	219.98	51	51-6000-609	1
				INVOICE TOTAL	219.98			
MAIL	1	12/13/24	12/10/24	MAIL	22.20	50	50-7000-716	1
				INVOICE TOTAL	22.20			
				VENDOR TOTAL	242.18			
				11262 KS DEPT OF HEALTH & ENVIRONMEN				
KS0093351	1	11/30/24	11/05/24	ANNUAL WASTEWATER PERMIT	323.25	51	51-5000-505 E-PAYMNT 2968 12/16/24	1
				INVOICE TOTAL	323.25			
KS0093459	1	11/30/24	11/05/24	ANNUAL WASTEWATER PERMIT	63.25	51	51-5000-505 E-PAYMNT 2970 11/30/24	1
				INVOICE TOTAL	63.25			
KS0098477	1	11/30/24	11/05/24	ANNUAL WASTEWATER PERMIT	323.25	51	51-5000-505 E-PAYMNT 2969 11/30/24	1
				INVOICE TOTAL	323.25			
RENEWAL	1	12/16/24	12/16/24	CLASS 1 DRINKING WATER RENEWAL RICHIE MELLIES	20.00	51	51-7000-716	1
				INVOICE TOTAL	20.00			
				VENDOR TOTAL	729.75			
				13120 MCMASTER - CARR				
37554376	1	12/16/24	12/06/24	SANDING DISC	158.96	50	50-5000-505	1
				INVOICE TOTAL	158.96			
37777814	1	12/16/24	12/11/24	CABLE TIES	35.36	50	50-6000-608	1
				INVOICE TOTAL	35.36			
				VENDOR TOTAL	194.32			
				1000160 MUNICIPAL SUPPLY INC OF WICHIT				
0928395	1	11/30/24	11/26/24	REPAIR CLAMPS	840.78	51	51-6000-605	1
				INVOICE TOTAL	840.78			
				VENDOR TOTAL	840.78			
				1000165 NAPA AUTO PARTS OF CLAY C				
857120	1	11/30/24	11/07/24	GRAPHITEE , DIESEL FUEL SUPPL	80.88	50	50-5000-505	1
				INVOICE TOTAL	80.88			
857790	1	11/30/24	11/15/24	900 LED BULB	89.99	50	50-5000-505	1

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE		PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
					INVOICE TOTAL	89.99			
858442	1	11/30/24	11/25/24	BULB RETAINER		21.76	50	50-6000-605	1
					INVOICE TOTAL	21.76			
858784	1	11/30/24	11/30/24	3 HEX BITS		9.99	50	50-5000-505	1
					INVOICE TOTAL	9.99			
					VENDOR TOTAL	202.62			
			171	NCS					
126474	1	12/16/24	11/18/24	IT SERVICES		4,399.12	51	51-6000-608	1
	2			IT SERVICES		1,885.34	51	51-6000-608	1
					INVOICE TOTAL	6,284.46			
126599	1	12/13/24	12/01/24	IT SERVICES		154.00	50	50-7000-733	1
	2			IT SERVICES		66.00	51	51-7000-733	1
					INVOICE TOTAL	220.00			
126758	1	12/13/24	12/05/24	IT SERVICES		268.10	50	50-7000-733	1
	2			IT SERVICES		114.90	51	51-7000-733	1
					INVOICE TOTAL	383.00			
					VENDOR TOTAL	6,887.46			
			152	PACE ANALYTICAL SERVICES, INC.					
2460217937	1	12/10/24	12/03/24	ANALYTICAL SERVICES		275.00	51	51-5000-511	1
					INVOICE TOTAL	275.00			
2460218245	1	12/10/24	12/06/24	ANALYTICAL SERVICES		275.00	51	51-5000-511	1
					INVOICE TOTAL	275.00			
					VENDOR TOTAL	550.00			
			4230	PRAIRIELAND PARTNERS, LLC					
1001488008	1	11/30/24	11/25/24	AIR FILTER - CY 8		19.04	51	51-6000-606	1
					INVOICE TOTAL	19.04			
					VENDOR TOTAL	19.04			
			3055	PRODUCTIVITY PLUS ACCOUNT					
579656	1	11/30/24	11/02/24	MOWER SWITCH UPGRADE		164.44	50	50-5000-505	1
					INVOICE TOTAL	164.44			
					VENDOR TOTAL	164.44			
			16230	PROTECTIVE EQUIP. TESTING LAB					
87038	1	12/10/24	12/09/24	BLANKETS, HOODS, JUMPER,LINE HOSE, TRUCK, CROSS ARM TESTING		4,446.50	50	50-6000-605	1
					INVOICE TOTAL	4,446.50			
					VENDOR TOTAL	4,446.50			
			18080	RAY'S APPLE MARKET					

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
				18080 RAY'S APPLE MARKET				
1076	1	11/30/24	11/16/24	HOT DOGS, BURGER	11.41	51	51-6000-610	1
				INVOICE TOTAL	11.41			
1152	1	11/30/24	11/27/24	CHICKEN LEG QUARTERS	23.67	51	51-6000-610	1
				INVOICE TOTAL	23.67			
1213	1	11/30/24	11/26/24	RAISINS, V8	16.56	51	51-6000-610	1
				INVOICE TOTAL	16.56			
1678	1	11/30/24	11/29/24	APPLES, BANANAS, GRAPES	32.57	51	51-6000-610	1
				INVOICE TOTAL	32.57			
2432	1	11/30/24	11/26/24	CURAD VINYL, BLEACH, TOWELS	36.29	51	51-6000-610	1
				INVOICE TOTAL	36.29			
4841	1	11/30/24	11/04/24	CREAMER, GROUND CHUCK	13.67	51	51-7000-716	1
	2			CREAMER, GROUND CHUCK	4.69	51	51-6000-610	1
				INVOICE TOTAL	18.36			
5416	1	11/30/24	11/07/24	COFFEE, PAPER TOWELS	15.73	50	50-7000-716	1
	2			COFFEE, PAPER TOWELS	6.74	51	51-7000-716	1
				INVOICE TOTAL	22.47			
5605	1	11/30/24	11/04/24	CUPS	13.10	51	51-7000-716	1
				INVOICE TOTAL	13.10			
6018	1	11/30/24	11/06/24	SAFETY MEETING	14.68	50	50-7000-716	1
	2			SAFETY MEETING	6.29	51	51-7000-716	1
				INVOICE TOTAL	20.97			
6472	1	11/30/24	11/08/24	BANANAS	14.20	51	51-6000-610	1
				INVOICE TOTAL	14.20			
6959	1	11/30/24	11/02/24	CHLOROX, FREEZER BAGS	8.74	51	51-7000-716	1
				INVOICE TOTAL	8.74			
7318	1	11/30/24	11/05/24	BANANAS	8.02	51	51-6000-610	1
				INVOICE TOTAL	8.02			
7847	1	11/30/24	11/15/24	KALE	31.92	51	51-6000-610	1
				INVOICE TOTAL	31.92			
8169A	1	11/30/24	11/11/24	BANANAS, GRAPES	25.11	51	51-6000-610	1
				INVOICE TOTAL	25.11			
8741A	1	11/30/24	11/25/24	BANANAS, GRAPES	40.38	51	51-6000-610	1
				INVOICE TOTAL	40.38			
9035	1	11/30/24	11/16/24	BANANAS	12.57	51	51-6000-610	1
				INVOICE TOTAL	12.57			
				VENDOR TOTAL	336.34			

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
				1025 SALES TAX DIVISION				
NOV 2024	1	12/13/24	12/13/24	NOVEMBER 2024 SALES TAX	11,836.50	50	50-8000-809 E-PAYMNT 3013 12/16/24	1
	2			NOVEMBER 2024 SALES TAX	1,427.63	51	51-8000-809 E-PAYMNT 3013 12/16/24	1
				INVOICE TOTAL	13,264.13			
				VENDOR TOTAL	13,264.13			
				19310 SLINGSBY AGENCY				
INSTALLMENT #4 OF 4	1	12/10/24	12/02/24	INSTALLMENT #4 OF 4	50,964.90	50	50-7000-706	1
	2			INSTALLMENT #4 OF 4	21,842.10	51	51-7000-706	1
				INVOICE TOTAL	72,807.00			
				VENDOR TOTAL	72,807.00			
				1000144 SUNBELT SOLOMON				
399292	1	12/13/24	12/09/24	50 KVA PADMOUNT	17,082.00	50	50-6000-605	1
				INVOICE TOTAL	17,082.00			
				VENDOR TOTAL	17,082.00			
				116 THE FEED SHED				
50509	1	11/30/24	11/13/24	PARROT & PARAKEET MIX	145.51	51	51-6000-610	1
				INVOICE TOTAL	145.51			
				VENDOR TOTAL	145.51			
				266 TRACTOR SUPPLY CREDIT PLAN				
194255	1	11/30/24	11/15/24	GUINEA FOOD, HORSE TREATS	97.41	51	51-6000-610	1
				INVOICE TOTAL	97.41			
				VENDOR TOTAL	97.41			
				20980 UNION STATE BANK				
DEBT SERVICE	1	12/13/24	12/13/24	MORGANVILLE DEBT SERVICE	2,633.12	62	62-2474	1
				INVOICE TOTAL	2,633.12			
TRANSCANADA	1	12/13/24	12/13/24	TRANSCANADA	22,508.51	50	50-2478	1
				INVOICE TOTAL	22,508.51			
				VENDOR TOTAL	25,141.63			
				21016 UPS, INC.				
5494	1	12/10/24	12/07/24	WATER SAMPLE MAILINGS	30.66	51	51-5000-512	1
				INVOICE TOTAL	30.66			
5504	1	12/16/24	12/14/24	MAILING WATER SAMPLES	16.47	51	51-5000-512	1
				INVOICE TOTAL	16.47			
				VENDOR TOTAL	47.13			
				199 VATHAUER CATERING				
781404	1	12/10/24	12/05/24	CHRISTMAS PARTY	798.00	50	50-7000-716	1

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
							MAN CHK# 16356 12/05/24	
	2			CHRISTMAS PARTY	342.00	51	51-7000-716	1
							MAN CHK# 16356 12/05/24	
				INVOICE TOTAL	1,140.00			
				VENDOR TOTAL	1,140.00			
			22085	VERIZON WIRELESS				
6100371687	1	12/13/24	12/04/24	SUPT GLAVES - CELL PHONE CHG	158.42	50	50-7000-716	1
	2			SUPT GLAVES - CELL PHONE CHG	67.89	51	51-7000-716	1
				INVOICE TOTAL	226.31			
				VENDOR TOTAL	226.31			
			126	VISA				
1616984	1	11/30/24	11/14/24	LIP BALM - LIGHTS BEFORE XMAS	426.83	51	51-6000-609	1
							E-PAYMNT 2991 11/30/24	
				INVOICE TOTAL	426.83			
22-12270-98467	1	11/30/24	11/05/24	CHEVY SILVERADO CLUSTER HARNESS CONNECTOR	22.64	50	50-6000-605	1
							E-PAYMNT 2995 11/30/24	
				INVOICE TOTAL	22.64			
2513001	1	11/30/24	11/22/24	XMAS PARTY DECORATIONS	7.81	50	50-7000-716	1
							E-PAYMNT 3007 12/09/24	
	2			XMAS PARTY DECORATIONS	3.35	51	51-7000-716	1
							E-PAYMNT 3007 12/09/24	
				INVOICE TOTAL	11.16			
33010	1	11/30/24	11/21/24	XMAS DECORATIONS	49.06	50	50-7000-716	1
							E-PAYMNT 3005 12/09/24	
	2			XMAS DECORATIONS	21.02	51	51-7000-716	1
							E-PAYMNT 3005 12/09/24	
				INVOICE TOTAL	70.08			
3569813	1	11/30/24	11/14/24	LIGHTS BEFORE XMAS	113.76	51	51-6000-609	1
							E-PAYMNT 3006 12/09/24	
				INVOICE TOTAL	113.76			
388589-01	1	11/30/24	11/07/24	PRESSURE REDUCER FOR CHLORINE TESTER	350.00	51	51-5000-505	1
							E-PAYMNT 2996 11/30/24	
				INVOICE TOTAL	350.00			
430900568773	1	11/30/24	11/04/24	COMMISSION MEALS	40.92	50	50-7000-716	1
							E-PAYMNT 2989 11/30/24	
	2			COMMISSION MEALS	17.54	51	51-7000-716	1
							E-PAYMNT 2989 11/30/24	
				INVOICE TOTAL	58.46			
432300718038	1	11/30/24	11/18/24	COMMISSION MEALS	42.96	50	50-7000-716	1
							E-PAYMNT 2990 11/30/24	
	2			COMMISSION MEALS	18.41	51	51-7000-716	1

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
							E-PAYMNT 2990 11/30/24	
				INVOICE TOTAL	61.37			
5172237	1	11/30/24	11/25/24	DUST MOP	89.70	50	50-5000-505 E-PAYMNT 3012 12/09/24	1
				INVOICE TOTAL	89.70			
5717811	1	11/30/24	11/07/24	IDLER PULLEY, MOWER DRIVE BELT	45.79	50	50-5000-505 E-PAYMNT 2998 11/30/24	1
				INVOICE TOTAL	45.79			
5856225	1	11/30/24	11/25/24	THERMOMETERS - WELL HOUSES	74.40	51	51-5000-504 E-PAYMNT 3011 12/09/24	1
				INVOICE TOTAL	74.40			
600632	1	11/30/24	11/15/24	KMU SCHOOL MEALS	16.55	50	50-7000-737 E-PAYMNT 3001 11/30/24	1
				INVOICE TOTAL	16.55			
614283	1	11/30/24	11/13/24	KMU SCHOOL MEALS	16.44	50	50-7000-737 E-PAYMNT 2999 11/30/24	1
				INVOICE TOTAL	16.44			
630127	1	11/30/24	11/15/24	KMU SCHOOL MEALS	25.03	50	50-7000-737 E-PAYMNT 3002 11/30/24	1
				INVOICE TOTAL	25.03			
643783	1	11/30/24	11/14/24	KMU SCHOOL MEALS	16.11	50	50-7000-737 E-PAYMNT 3000 11/30/24	1
				INVOICE TOTAL	16.11			
8545801	1	11/30/24	11/01/24	AIR HOSE	109.00	50	50-5000-505 E-PAYMNT 2992 11/30/24	1
				INVOICE TOTAL	109.00			
9366660	1	11/30/24	11/01/24	AIR HOSE, DOG BAGS, HOSE FITTINGS	248.14	50	50-5000-505 E-PAYMNT 2993 11/30/24	1
				INVOICE TOTAL	248.14			
9926315523	1	11/30/24	11/25/24	DESK CALENDARS	43.41	50	50-7000-704 E-PAYMNT 3008 12/09/24	1
	2			DESK CALENDARS	18.60	51	51-7000-704 E-PAYMNT 3008 12/09/24	1
				INVOICE TOTAL	62.01			
ADOBE	1	11/30/24	11/17/24	ADOBE	21.89	50	50-7000-702 E-PAYMNT 3003 12/09/24	1
				INVOICE TOTAL	21.89			
BEENVERIFIED	1	11/30/24	11/20/24	BEENVERIFIED	29.87	50	50-7000-702 E-PAYMNT 3004 12/09/24	1
				INVOICE TOTAL	29.87			

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
MENARDS	1	11/30/24	11/08/24	HEATERS, INDR VPK & BREAKERS	476.76	50	50-5000-505 E-PAYMNT 2997 11/30/24	1
				INVOICE TOTAL	476.76			
MENARDS-600529	1	11/30/24	11/23/24	SINK SUPPLIES, KNOBS, TRIM LESS REBATE	15.35	51	51-6000-608 E-PAYMNT 3009 12/09/24	1
				INVOICE TOTAL	15.35			
NEC	1	11/30/24	11/25/24	NEC 1099'S	37.60	50	50-7000-716 E-PAYMNT 3010 12/09/24	1
	2			NEC 1099'S	16.13	51	51-7000-716 E-PAYMNT 3010 12/09/24	1
				INVOICE TOTAL	53.73			
PY2411L796C	1	11/30/24	11/06/24	KDA PESTICIDE RENEWAL	50.00	50	50-5000-505 E-PAYMNT 2994 11/30/24	1
				INVOICE TOTAL	50.00			
				VENDOR TOTAL	2,465.07			
				23070 WALL'S TRUE VALUE HARDWARE				
211937	1	12/16/24	10/30/24	LIGHT REPAIR	2.18	50	50-5000-505	1
				INVOICE TOTAL	2.18			
212055	1	11/30/24	11/02/24	PAINT BRUSH	15.32	51	51-6000-609	1
				INVOICE TOTAL	15.32			
212667	1	11/30/24	11/18/24	GLUE, PAINT, GAP FOAM	19.35	50	50-5000-505	1
				INVOICE TOTAL	19.35			
212760	1	11/30/24	11/20/24	RANGE, REFRIGERATOR, MICROWAVE DISH WASHER	2,696.48	51	51-6000-608	1
				INVOICE TOTAL	2,696.48			
212825	1	11/30/24	11/22/24	6' CORD	13.99	51	51-6000-608	1
				INVOICE TOTAL	13.99			
212839	1	11/30/24	11/22/24	CLAMP, DISHWASHER FITTING	12.78	51	51-6000-608	1
				INVOICE TOTAL	12.78			
				VENDOR TOTAL	2,760.10			
				23208 WESTERN AREA POWER ADMIN.				
jjpb297431124	1	11/30/24	12/09/24	SERVICE MONTH - NOV	13,539.64	50	50-5000-515	1
				INVOICE TOTAL	13,539.64			
				VENDOR TOTAL	13,539.64			
				23360 WOODS & DURHAM CPA'S				
67608	1	10/31/24	10/31/24	PROFESSIONAL SERVICES	2,261.00	50	50-7000-714	1
	2			PROFESSIONAL SERVICES	969.00	51	51-7000-714	1
				INVOICE TOTAL	3,230.00			

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST GL ACCOUNT	CK SQ
				VENDOR TOTAL	3,230.00		
				UNION STATE TOTAL	588,958.83		
				TOTAL MANUAL CHECKS	1,140.00		
				TOTAL E-PAYMENTS	314,352.98		
				TOTAL PURCH CARDS	.00		
				TOTAL ACH PAYMENTS	.00		
				TOTAL OPEN PAYMENTS	273,465.85		
				GRAND TOTALS	588,958.83		

STATE OF KANSAS, CLAY COUNTY, ss.

Scott Glaves Being duly sworn, says that the above accounts are just, correct and remains due and unpaid.

[signature], Superintendent

Subscribed and sworn to before me this 16th day of December, 2024

Amelia Blackwood, City Clerk

CITY OF CLAY CENTER
Seal
KANSAS

PCT OF FISCAL YTD 91.6%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	PERSONNEL SERVICES TOTAL	328,600.00	31,233.92	299,012.82	91.00	29,587.18
	COMMODITIES TOTAL	54,500.00	3,817.91	45,966.00	84.34	8,534.00
	CONTRACTUAL SERVICES TOTAL	352,900.00	19,507.40	296,819.31	84.11	56,080.69
	APPROPRIATIONS TOTAL	3,000.00	73.55	6,162.67	205.42	3,162.67-
	CAPITAL OUTLAY TOTAL	9,000.00	.00	3,096.07	34.40	5,903.93
	BOND & INTEREST TOTAL	.00	.00	.00	.00	.00
	APPROPRIATIONS TOTAL	130,000.00	.00	40,000.00	30.77	90,000.00
	GENERAL TOTAL	878,000.00	54,632.78	691,056.87	78.71	186,943.13
	PERSONNEL SERVICES TOTAL	762,000.00	71,465.92	659,771.35	86.58	102,228.65
	COMMODITIES TOTAL	87,000.00	4,581.11	58,238.32	66.94	28,761.68
	CONTRACTUAL SERVICES TOTAL	26,000.00	851.96	14,168.53	54.49	11,831.47
	CAPITAL OUTLAY TOTAL	25,000.00	438.20	14,011.90	56.05	10,988.10
	APPROPRIATIONS TOTAL	50,000.00	.00	50,000.00	100.00	.00
	POLICE TOTAL	950,000.00	77,337.19	796,190.10	83.81	153,809.90
	PERSONNEL SERVICES TOTAL	585,000.00	72,868.76	545,793.53	93.30	39,206.47
	COMMODITIES TOTAL	120,000.00	4,254.46	91,446.08	76.21	28,553.92
	CONTRACTUAL SERVICES TOTAL	19,000.00	874.51	11,280.86	59.37	7,719.14
	CAPITAL OUTLAY TOTAL	100,000.00	25,042.83	50,085.66	50.09	49,914.34
	APPROPRIATIONS TOTAL	125,000.00	.00	125,000.00	100.00	.00
	FIRE TOTAL	949,000.00	103,040.56	823,606.13	86.79	125,393.87
	PERSONNEL SERVICES TOTAL	385,500.00	39,046.50	339,276.11	88.01	46,223.89
	COMMODITIES TOTAL	181,500.00	12,105.07	139,675.61	76.96	41,824.39
	CONTRACTUAL SERVICES TOTAL	22,000.00	623.66	8,043.80	36.56	13,956.20
	CAPITAL OUTLAY TOTAL	80,000.00	2,860.57	73,133.17	91.42	6,866.83
	APPROPRIATIONS TOTAL	130,000.00	.00	130,000.00	100.00	.00
	BOND & INTEREST TOTAL	43,000.00	.00	42,624.52	99.13	375.48
	HIGHWAY TOTAL	842,000.00	54,635.80	732,753.21	87.03	109,246.79
	PERSONNEL SERVICES TOTAL	.00	.00	.00	.00	.00
	COMMODITIES TOTAL	.00	.00	.00	.00	.00
	CONTRACTUAL SERVICES TOTAL	.00	.00	.00	.00	.00
	REFUSE TOTAL	.00	.00	.00	.00	.00
	PERSONNEL SERVICES TOTAL	306,000.00	25,605.63	237,686.88	77.68	68,313.12
	COMMODITIES TOTAL	129,500.00	1,302.38	87,813.65	67.81	41,686.35
	CONTRACTUAL SERVICES TOTAL	16,500.00	949.21	10,163.48	61.60	6,336.52
	CAPITAL OUTLAY TOTAL	30,000.00	.00	22,500.81	75.00	7,499.19
	APPROPRIATIONS TOTAL	100,000.00	.00	100,000.00	100.00	.00
	PARK TOTAL	582,000.00	27,857.22	458,164.82	78.72	123,835.18
	PERSONNEL SERVICES TOTAL	120,500.00	.00	117,607.83	97.60	2,892.17
	COMMODITIES TOTAL	44,000.00	.00	43,608.22	99.11	391.78

PCT OF FISCAL YTD 91.6%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	CONTRACTUAL SERVICES TOTAL	40,500.00	3,243.81	33,450.52	82.59	7,049.48
	CAPITAL OUTLAY TOTAL	1,000.00	.00	637.94	63.79	362.06
	APPROPRIATIONS TOTAL	.00	.00	.00	.00	.00
	POOL TOTAL	206,000.00	3,243.81	195,304.51	94.81	10,695.49
	PERSONNEL SERVICES TOTAL	173,000.00	16,816.87	165,864.04	95.88	7,135.96
	COMMODITIES TOTAL	34,000.00	2,073.35	28,994.71	85.28	5,005.29
	CONTRACTUAL SERVICES TOTAL	13,500.00	445.16	6,181.18	45.79	7,318.82
	CAPITAL OUTLAY TOTAL	15,000.00	.00	8,500.00	56.67	6,500.00
	APPROPRIATIONS TOTAL	40,000.00	.00	40,000.00	100.00	.00
	CEMETERY TOTAL	275,500.00	19,335.38	249,539.93	90.58	25,960.07
	PERSONNEL SERVICES TOTAL	80,000.00	6,615.21	60,808.28	76.01	19,191.72
	COMMODITIES TOTAL	4,000.00	.00	416.79	10.42	3,583.21
	EXPENDITURES TOTAL	500.00	.00	308.15	61.63	191.85
	COMMODITIES TOTAL	1,450.00	.00	140.75	9.71	1,309.25
	CONTRACTUAL SERVICES TOTAL	85,000.00	6,515.30	56,181.89	66.10	28,818.11
	CAPITAL OUTLAY TOTAL	.00	.00	279.00	.00	279.00-
	MUNICIPAL COURT TOTAL	170,950.00	13,130.51	118,134.86	69.10	52,815.14
	GENERAL OPERATING FUND TOTAL	4,853,450.00	353,213.25	4,064,750.43	83.75	788,699.57

PCT OF FISCAL YTD 91.6%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	COMMODITIES TOTAL	37,000.00	139.67	2,448.23	6.62	34,551.77
	CONTRACTUAL SERVICES TOTAL	77,390.00	8,148.59	31,083.43	40.16	46,306.57
	EXPENDITURES TOTAL	30,000.00	10,772.49	16,745.55	55.82	13,254.45
	AIRPORT TOTAL	144,390.00	19,060.75	50,277.21	34.82	94,112.79
	COMMODITIES TOTAL	.00	.00	.00	.00	.00
	CONTRACTUAL SERVICES TOTAL	1,669,836.00	742.50	819,087.73	49.05	850,748.27
	APPROPRIATIONS TOTAL	.00	.00	.00	.00	.00
	CONNECTING LINK IMPROVMNT TOTA	1,669,836.00	742.50	819,087.73	49.05	850,748.27
	PERSONNEL SERVICES TOTAL	.00	.00	.00	.00	.00
	APPROPRIATIONS TOTAL	.00	.00	.00	.00	.00
	APPROPRIATIONS TOTAL	.00	.00	.00	.00	.00
	EMPLOYEE BENEFITS TOTAL	.00	.00	.00	.00	.00
	COMMODITIES TOTAL	.00	.00	.00	.00	.00
	CONTRACTUAL SERVICES TOTAL	.00	.00	.00	.00	.00
	APPROPRIATIONS TOTAL	35,000.00	8,750.00	35,000.00	100.00	.00
	INDUSTRIAL TOTAL	35,000.00	8,750.00	35,000.00	100.00	.00
	APPROPRIATIONS TOTAL	235,000.00	.00	232,564.86	98.96	2,435.14
	LIBRARY TOTAL	235,000.00	.00	232,564.86	98.96	2,435.14
	PERSONNEL SERVICES TOTAL	26,100.00	620.34	13,609.46	52.14	12,490.54
	COMMODITIES TOTAL	76,700.00	5,826.35	68,632.63	89.48	8,067.37
	CONTRACTUAL SERVICES TOTAL	28,000.00	4,811.24	18,358.36	65.57	9,641.64
	APPROPRIATIONS TOTAL	1,000.00	.00	.00	.00	1,000.00
	CAPITAL OUTLAY TOTAL	1,000.00	.00	.00	.00	1,000.00
	PUBLIC RECREATION TOTAL	132,800.00	11,257.93	100,600.45	75.75	32,199.55
	COMMODITIES TOTAL	316,598.00	3,829.12	124,458.97	39.31	192,139.03
	CAPITAL OUTLAY TOTAL	.00	.00	.00	.00	.00
	SPECIAL GAS TAX TOTAL	316,598.00	3,829.12	124,458.97	39.31	192,139.03
	CONTRACTUAL SERVICES TOTAL	.00	.00	.00	.00	.00
	EXPENDITURES TOTAL	29,791.00	.00	.00	.00	29,791.00
	APPROPRIATIONS TOTAL	.00	.00	.00	.00	.00

PCT OF FISCAL YTD 91.6%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	SPECIAL IMPROVEMENT TOTAL	29,791.00	.00	.00	.00	29,791.00
	CONTRACTUAL SERVICES TOTAL	.00	.00	.00	.00	.00
	EXPENDITURES TOTAL	.00	.00	.00	.00	.00
	APPROPRIATIONS TOTAL	.00	.00	.00	.00	.00
	SANITARY SEWER IMPROVEMT TOTA	.00	.00	.00	.00	.00
	CONTRACTUAL SERVICES TOTAL	.00	.00	.00	.00	.00
	EXPENDITURES TOTAL	.00	.00	.00	.00	.00
	TRANSFERS IN TOTAL	.00	.00	.00	.00	.00
	FIRE TRUCK LEASE/PURCHASE TOTA	.00	.00	.00	.00	.00
	APPROPRIATIONS TOTAL	24,761.00	1,000.00	5,099.85	20.60	19,661.15
	CAPITAL OUTLAY TOTAL	.00	.00	.00	.00	.00
	SPECIAL PARKS & REC TOTAL	24,761.00	1,000.00	5,099.85	20.60	19,661.15
	BOND & INTEREST TOTAL	98,750.00	.00	98,750.00	100.00	.00
	BOND & INTEREST TOTAL	98,750.00	.00	98,750.00	100.00	.00
	BOND & INTEREST TOTAL	328,650.00	.00	328,650.00	100.00	.00
	POOL SALES TAX TOTAL	328,650.00	.00	328,650.00	100.00	.00
	APPROPRIATIONS TOTAL	.00	.00	.00	.00	.00
	AIRPORT REPAIRS TOTAL	.00	.00	.00	.00	.00
	BOND & INTEREST TOTAL	.00	.00	.00	.00	.00
	STREET BOND PROJECTS TOTAL	.00	.00	.00	.00	.00
	STREET REPAIRS TOTAL	1,130,737.00	.00	595,937.04	52.70	534,799.96
	STREET SALES TAX TOTAL	1,130,737.00	.00	595,937.04	52.70	534,799.96
	COMMODITIES TOTAL	.00	.00	.00	.00	.00
	CONTRACTUAL SERVICES TOTAL	.00	7,083.22	421,325.25	.00	421,325.25-
	APPROPRIATIONS TOTAL	.00	.00	.00	.00	.00

PCT OF FISCAL YTD 91.6%

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL BUDGET	PTD BALANCE	YTD BALANCE	PERCENT EXPENDED	UNEXPENDED
	CAPITAL OUTLAY TOTAL	.00	.00	.00	.00	.00
	EXPENDITURES TOTAL	.00	.00	.00	.00	.00
	BASE 2.0 TOTAL	.00	7,083.22	421,325.25	.00	421,325.25-
	COMMODITIES TOTAL	.00	.00	.00	.00	.00
	CONTRACTUAL SERVICES TOTAL	.00	40,441.88	45,740.63	.00	45,740.63-
	APPROPRIATIONS TOTAL	.00	.00	.00	.00	.00
	CAPITAL OUTLAY TOTAL	.00	.00	.00	.00	.00
	ACCELERATOR GRANT TOTAL	.00	40,441.88	45,740.63	.00	45,740.63-
	COMMODITIES TOTAL	.00	.00	.00	.00	.00
	CONTRACTUAL SERVICES TOTAL	.00	.00	.00	.00	.00
	APPROPRIATIONS TOTAL	.00	21,111.12	95,000.04	.00	95,000.04-
	CAPITAL OUTLAY TOTAL	.00	.00	.00	.00	.00
	MODERATE INCOME HOUSING TOTAL	.00	21,111.12	95,000.04	.00	95,000.04-
	COMMODITIES TOTAL	.00	.00	.00	.00	.00
	CONTRACTUAL SERVICES TOTAL	.00	.00	.00	.00	.00
	APPROPRIATIONS TOTAL	.00	.00	.00	.00	.00
	CAPITAL OUTLAY TOTAL	.00	.00	.00	.00	.00
	APPROPRIATIONS TOTAL	.00	.00	.00	.00	.00
	BASE GRANT TOTAL	.00	.00	.00	.00	.00
	PERSONNEL SERVICES TOTAL	226,500.00	22,001.99	204,960.46	90.49	21,539.54
	COMMODITIES TOTAL	31,000.00	862.26	12,551.46	40.49	18,448.54
	CONTRACTUAL SERVICES TOTAL	70,200.00	11,165.32	60,793.99	86.60	9,406.01
	CAPITAL OUTLAY TOTAL	179,799.00	.00	.00	.00	179,799.00
	APPROPRIATIONS TOTAL	.00	.00	.00	.00	.00
	REFUSE DISPOSAL TOTAL	507,499.00	34,029.57	278,305.91	54.84	229,193.09
	PERSONNEL SERVICES TOTAL	322,000.00	35,511.01	296,044.53	91.94	25,955.47
	COMMODITIES TOTAL	114,000.00	17,967.37	100,518.05	88.17	13,481.95
	CONTRACTUAL SERVICES TOTAL	73,500.00	3,779.72	58,252.65	79.26	15,247.35
	CAPITAL OUTLAY TOTAL	79,673.00	.00	.00	.00	79,673.00
	BOND & INTEREST TOTAL	71,292.00	.00	71,269.72	99.97	22.28
	DEPRECIATION TOTAL	.00	.00	.00	.00	.00
	APPROPRIATIONS TOTAL	.00	.00	.00	.00	.00
	WASTE WATER TOTAL	660,465.00	57,258.10	526,084.95	79.65	134,380.05

DRAFT
CLAY CENTER CITY COUNCIL MEETING MINUTES
DECEMBER 3, 2024

The Clay Center City Council met in regular session on December 3, 2024 in the Council Chambers. Mayor Thatcher called the meeting to order at 5:30 p.m. City Council members in attendance were Daton Hess, Theresa Charbonneau, Karla Sweet, Glenn Hoover, Elton Hess, Phil Kasper and Keith Blake. Councilor Mike Schultze was absent. Also present were Attorney Joel Mason and City Clerk Amelia Blackwood.

Mayor Thatcher reminded citizens to use reflective and safety gear when exercising in the dark.

Mayor Thatcher and Clerk Blackwood met with Kiwanis Club Organization, there will be a club re-starting in Clay Center. Kiwanis Club is a youth centered community organization.

Clerk Blackwood reported that the Neighborhood Revitalization Program Interlocal Agreement Renewal will be on the next agenda. This agreement is renewed every 5 years. It's a 3 year rebate program for qualified commercial properties used to encourage rehabilitation or new construction. The program is administered by the County.

The minutes from the Public Utilities Commission meeting on November 18, 2024 and Public Utilities Commission Appropriations Nos. 2766 and 2767 were presented for review.

Attorney Mason reported that there is a portion of the Riverview Subdivision that will need to be vacated in order for Public Utilities Solar Project at the Water Treatment Plant to move forward. Council Action would be to authorize the Mayor to sign the petition to vacate a plat in a portion of the Riverview Subdivision and to set a Public Hearing. Scott Glaves, Public Utilities Superintendent, presented information and map images of the Kansas Power Pool funded Solar Project. A motion was made by Councilor Kasper seconded by Councilor D. Hess to authorize the Mayor to sign the Petition to Vacate a Plat in a portion of the Riverview Subdivision and to set a Public Hearing for Tuesday, January 7, 2025 at 5:30 p.m. at City Hall. Roll Call vote: Yeas: Sweet, Charbonneau, D.Hess, Hoover, E.Hess, Kasper, and Blake. Nays: None.

The Consent Agenda consisted of the meeting minutes of November 19, 2024 and Appropriation Ordinances Nos. 4056 and 4057. A motion was made by Councilor D. Hess seconded by Councilor Kasper to approve the Consent Agenda in its entirety. Roll call vote: Yeas: Charbonneau, Sweet, D.Hess, Blake, E.Hess, Kasper and Hoover. Nays: None.

A motion was made by Councilor Kasper seconded by Councilor Sweet to allocate BASE Grant Funds in the amount of $29,362.19 to the Rural Development Group, LLC for the MIH Housing Infrastructure Project for sewer and water lines. Motion carried 6-0. Councilor Charbonneau abstained.

Attorney Mason reported that the City received correspondence from Penni Wize Investments, LLC legal counsel, Vic Davis, requesting additional time to review the BASE Grant Agreement. A motion was made by Councilor Kasper seconded by Councilor Hoover to table 12th Street Estates-Penni Wize Investments, LLC Change in Scope and BASE Grant Agreement until the next Council Meeting. Motion carried 6-0. Councilor Charbonneau abstained.

A motion was made by Councilor Kasper seconded by Councilor Sweet to approve the BASE Grant Agreement with Rural Development Group for the MIH Housing Infrastructure Project. Motion carried 6-0. Councilor Charbonneau abstained.

Committee Reports as follows:

Administrative: Councilor Sweet reported on the following: 1. No report.

Public Safety: Councilor E. Hess reported on the following: 1. A building permit extension was issued to Jay Linder for a garage at 1040 10th St.

Public Services: Councilor D. Hess report on the following: 1. The clarifier at the Wastewater Department broke down and needed an emergency repair in the amount of approximately $7,900 which was authorized by the Mayor. 2. The tractor at the Wastewater Department broke down and is needing repaired. This tractor is used for spreading sludge, mowing and snow removal. A quote from Bruna Implement, where the tractor was purchased, was received in the amount of $24,000 to $30,000. In order to complete the necessary repairs the tractor will need to be disassembled in half. The committee met today to discuss this item. A motion was made by Councilor D.Hess seconded by Councilor E.Hess to approve the tractor repair quote from Bruna Implement not to exceed $35,000. Motion carried 7-0. 3. Due to increases in operation costs the committee will be researching sewer rates and the possibility of necessary increases.

Property and Recreation: Councilor Kasper reported on the following: 1. Patrick Hayes is applying for a grant for additional Pickleball Courts at Dexter Park. This grant application requires letters of support, Phil is continuing to work with Patrick to obtain necessary information.

A motion was made by Councilor Hoover seconded by Councilor Kasper to adjourn the meeting. Motion carried 7-0.

____

JAMES R THATCHER, Mayor

ATTEST:

____

AMELIA BLACKWOOD, City Clerk

APPROPRIATION ORDINANCE
And
WARRANT REGISTER

No. 4058

December 13, 2024

An Ordinance making appropriation for the payment of certain claims. Be it ordained by the Mayor and the Council of the City of Clay Center, Kansas:

Sec. 1. That in order to pay claims hereinafter stated which have been properly audited and approved, there is hereby appropriated out of the respective funds in the city treasury the following amounts to-wit:

Payroll period **November 27th thru December 10th, 2024**

Base	Emp/Ben	W/H Taxes	B/C	Net	Vouchers
$72,377.44	$9,626.63	$8,182.69	$2,527.68	$52,040.44	

Sec. 2. That this Ordinance shall take effect and be in force from and after its passage.

Passed and Signed this **13th** day of **December, 2024.**

(SEAL)

Mayor

Attested:

City Clerk

APPROPRIATION ORDINANCE
And
WARRANT REGISTER

No. 4059

December 17, 2024

An Ordinance making appropriation for the payment of certain claims. Be it ordained by the Mayor and the Council of the City of Clay Center, Kansas:

Sec. 1. That in order to pay claims hereinafter stated which have been properly audited and approved, there is hereby appropriated out of the respective funds in the city treasury the following amounts to-wit:

Base	Emp/Ben	W/H Taxes	B/C	Net	Vouchers
					$248,053.92

Sec. 2. That this Ordinance shall take effect and be in force from and after its passage.

Passed and Signed this **17th** day of **December, 2024.**

(SEAL)

Mayor

Attested:

City Clerk

APPROPRIATIONS NO. 4059

INVOICE#	VENDOR NAME	INVOICE DESCRIPTION	INVOICE AMT	VENDOR TOTAL	CHECK#	CHECK DATE
	GENERAL OPERATING FUND					
	NON DEPARTMENT					
PR20210629	EMPOWER RETIREMENT	457- AFTER TAX				
PR20210727	EMPOWER RETIREMENT	457- AFTER TAX				
PR20240319	EMPOWER RETIREMENT	457- AFTER TAX				
PR20240611	EMPOWER RETIREMENT	457- AFTER TAX				
7/19/22	RETAILERS SALES TAX	POOL SALES TAX				
12/2/24	STATE OF KANSAS STATE TREAS.	LAW ENFORCEMENT TRAINING		563.70	67998	12/17/24
	00	NON DEPARTMENT TOTAL		563.70		
	GENERAL					
NOV24	BIG LAKES DEVELOPMENTAL CENTER	JANITORIAL SERVICES-GG		550.00	67940	12/17/24
533944	CENTRAL MECHANICAL	REPAIR AC FRONT OFFICE-GG	810.00		67943	12/17/24
534122-1	CENTRAL MECHANICAL	REPAIR FAN COIL UNIT-GG	2,990.00	3,800.00	67943	12/17/24
NOV24GG	CENTRAL OFFICE SERVICE	COPIES-GG		27.88	67944	12/17/24
NOV24GG	CLAY COUNTY LUMBER AND SUPPLY	CABLE TIES,EXTENSION CORD-GG		21.17	67953	12/17/24
3117	FIRST CLASS CLEANING	CLEANING-GG		150.00	67956	12/17/24
12/2/24	FLINT HILLS REG.COUNCIL,INC.	MIH REVIEWS-GG		300.00	67958	12/17/24
2019-26210	GIS Workshop LLC dba gWorks	ANNUAL SUBSCRIPTION-GG		14,660.00	67963	12/17/24
3778588	HUB INTERNATIONAL	BENEFIT CONSULTING-GG		2,500.00	67968	12/17/24
12/9/24	KANSAS ALCOHOL BEVERAGE	2025 CMB LICENSE-GG		175.00	67973	12/17/24
NOV24#5454	KIER'S THRIFTWAY	CLEANING SUPPLIES-GG		4.50	67976	12/17/24
200014539	LEAGUE OF KS MUNICIPALITIES	KOMA/KORA BOOKS-GG		1,240.13	67979	12/17/24
NOV24GG	LEISZLER OIL CO.	MAYOR FUEL-GG		284.54	67980	12/17/24
40976	MEL'S PUMP & PLUMBING	CITY HALL RESTROOM REPAIRS-GG		124.37	67982	12/17/24
343	MIDWESTERN SECURITY LLC	MONTHLY INTRUSION MONITOR-GG		32.50	67983	12/17/24
NOV24GG	MSC-410526 DOLLAR GENERAL	SUPPLIES-GG		102.20	67984	12/17/24
125951	NETWORK COMPUTER SOLUTIONS	WORKSTATION BACKUP-GG	219.00		67985	12/17/24
126600	NETWORK COMPUTER SOLUTIONS	REMOTE LAPTOP ACCESS-GG	665.50	884.50	67985	12/17/24
1965	RYAN & MULLIN PA	CITY ATTORNEY-GG		3,810.90	67995	12/17/24
NOV24	TWIN VALLEY TELEPHONE	GG		539.99	68002	12/17/24
1100954	UNDERGROUND VAULTS AND STORAGE	SHRED SERVICES-GG		37.00	68003	12/17/24
NOV24VISA	UNITED BANK & TRUST	STAMPS-GG		730.00	68005	12/17/24
NOV24	VERIZON WIRELESS	BUILDING INSPECTOR-GG		41.51	68006	12/17/24
NOV24GG	WALL'S TRUE VALUE INC	BATTERIES-GG		21.99	68007	12/17/24
	01	GENERAL TOTAL		30,038.18		
	POLICE					
NOV24POLICE	CENTRAL VALLEY AG	FUEL-POLICE		834.55	67945	12/17/24
4212661121POLICE	CINTAS CORPORATION	TOWELS,SOAP-POLICE		17.93	67947	12/17/24
12/2/2024	CLAY CENTER POLICE DEPT/	DEC 24 CLOTHING ALLOWANCE-POLI		70.00	67951	12/17/24
12/2/24	KS SECRETARY OF STATE	NOTARY FEE-SM- POLICE		25.00	67977	12/17/24
NOV24POLICE	MSC-410526 DOLLAR GENERAL	BATTERIES,TOLIET PAPER-POLICE		34.60	67984	12/17/24
114825	HAWLEY PRINTING SIR SPEEDY	ACCIDENT REPORT FORMS-POLICE		412.31	67997	12/17/24
NOVEMBER	THE FEED SHED	K-9 CARE-POLICE		99.98	67999	12/17/24
NOV24VISA	UNITED BANK & TRUST	TRAINING AMMO,JUMP START CABLE		455.71	68005	12/17/24
NOV24	VERIZON WIRELESS	POLICE		289.06	68006	12/17/24
	02	POLICE TOTAL		2,239.14		

INVOICE#	VENDOR NAME	INVOICE DESCRIPTION	INVOICE AMT	VENDOR TOTAL	CHECK#	CHECK DATE
	FIRE					
9298576037	CINTAS CORPORATION #451	AED AGREEMENT-FIRE		120.00	67948	12/17/24
11/26/24	CITY OF CLAY CENTER	403 GARFIELD ST REPAIRS-FIRE		1,280.00	67949	12/17/24
NOV24FIRE	CLAY CENTER AUTO PARTS	GREASE GUN, BATTERIES,SUPPLIES		1,270.43	67950	12/17/24
NOV24FIRE	CLAY COUNTY LUMBER AND SUPPLY	PROPANE,HOOKS-FIRE		36.37	67953	12/17/24
3284	FIRST CLASS CLEANING	CARPET CLEANING-FIRE		229.62	67956	12/17/24
NOV24FIRE	GIBSON PRODUCTS CO #8259L	SUPPLIES-FIRE		34.98	67962	12/17/24
195037	KA-COMM INC	PARTS-FIRE		280.00	67972	12/17/24
NOVFIRE	LEISZLER OIL CO.	FUEL-FIRE		647.45	67980	12/17/24
NOV24FIRE	MSC-410526 DOLLAR GENERAL	CLEANING SUPPLIES-FIRE		63.60	67984	12/17/24
NOV24FIRE	PATTERSON HEALTH MART	SEARCHLIGHT,MOTOR,BATTERIES-FI		1,260.96	67987	12/17/24
NOV24FIRE	RAY'S APPLE MARKET	COFFEE FILTERS-FIRE		8.36	67993	12/17/24
NOV24	TWIN VALLEY TELEPHONE	FIRE		90.43	68002	12/17/24
NOV24FIRE	UNIFIRST CORPORATION	HAND TOWELS,MOPS,WIPERS-FIRE		104.46	68004	12/17/24
NOV24	VERIZON WIRELESS	FIRE		120.03	68006	12/17/24
NOV24FIRE	WALL'S TRUE VALUE INC	BLOW GUN,TARP,PLUG-FIRE		41.97	68007	12/17/24
	03	FIRE TOTAL		5,588.66		
	HIGHWAY					
SMS683629	BAYER CONSTRUCTION CO INC	UTILITY PATCHES-STREET		676.58	67938	12/17/24
NOV24STREET	CENTRAL OFFICE SERVICE	OFFICE SUPPLIES-STREET		54.81	67944	12/17/24
NOV24STREET	CENTRAL VALLEY AG	FUEL-STREET		1,470.90	67945	12/17/24
NOV24STREET	CLAY CENTER AUTO PARTS	FILTERS,WIRE,OIL PRESSURE-STRE		775.91	67950	12/17/24
NOV24STREET	CLAY COUNTY LUMBER AND SUPPLY	SCREWS,HAMMER DRILL-STREET		203.60	67953	12/17/24
OS220055109	FOLEY INDUSTRIES, INC.	FILM STRIPES FOR MOTORGRADER-S		255.45	67959	12/17/24
132172R	FRIESEN CHRYSLER DODGE JEEP	CAP,COOLANT,ANTIFREEZE-STREET		38.95	67960	12/17/24
15401	GATE 9 GRAPHICS	UNIFORMS-STREET		210.00	67961	12/17/24
9579-9594	HOMMAN ELECTRONICS	RADIO REPAIR MOTORGRADER-STREE		376.00	67967	12/17/24
0188761-IN	INDEPENDENT SALT CO	HIGHWAY TREATMENT-STREET		1,930.56	67969	12/17/24
D-112624	J & J DRAINAGE PRODUCTS	US-24 DRAINAGE CULVERTS-STREET		4,600.00	67970	12/17/24
NOV24#3818	KIER'S THRIFTWAY	WATER-STREET #3818		31.12	67976	12/17/24
PZ5202	MACQUEEN	LEAF VAC REPAIRS-STREET		341.34	67981	12/17/24
43434	NKC TIRE	TIRE REPAIR-STREET		35.00	67986	12/17/24
NOV24STREET	PATTERSON HEALTH MART	12 VOLT PIG TAIL,FUSE HOLDER-S		8.98	67987	12/17/24
1001471439	PRAIRIELAND PARTNERS LLC	CONCRETE SAW-STREET		289.00	67990	12/17/24
IV00363090	PYE BARKER FIRE&SAFETY	RECHARGE FIRE EXTINGUISHERS-ST		103.00	67992	12/17/24
PC115240197:01	SIOUX CITY TRUCK SALES	PARTS-STREET		26.28	67996	12/17/24
323131	TMHC SERVICES, INC.	5 STREET PARTICIPANTS-STREET		30.25	68000	12/17/24
NOV24STREET	TRACTOR SUPPLY	TAPE MEASURE-STREET		11.99	68001	12/17/24
NOV24	TWIN VALLEY TELEPHONE	STREET		70.89	68002	12/17/24
NOV24STREET	UNIFIRST CORPORATION	UNIFORMS-STREET		212.75	68004	12/17/24
NOV24	VERIZON WIRELESS	STREET		83.02	68006	12/17/24
7935	WELBORN SALES INC	SIGN POSTS-STREET		2,469.14	68008	12/17/24
	04	HIGHWAY TOTAL		14,305.52		
	PARK					
NOV24PARK	CENTRAL OFFICE SERVICE	THINKBOOK 67-PARK		1,049.00	67944	12/17/24
NOV24PARKS	CENTRAL VALLEY AG	FUEL-PARKS		347.01	67945	12/17/24
4213405016	CINTAS CORPORATION	UNIFORMS-PARK	50.25		67947	12/17/24
4214133745	CINTAS CORPORATION	UNIFORMS-PARK	43.42	93.67	67947	12/17/24
NOV24PARK	CLAY CENTER AUTO PARTS	OIL-PARK		41.97	67950	12/17/24
NOV24PARKS	GIBSON PRODUCTS CO #8259L	CABLE TIES,ANTIFREEZE-PARK		303.28	67962	12/17/24

INVOICE#	VENDOR NAME	INVOICE DESCRIPTION	INVOICE AMT	VENDOR TOTAL	CHECK#	CHECK DATE
NOV24PARKS	PRAIRIELAND PARTNERS LLC	CHAIN SAW,PARTS,CLEANED &ADJU		854.62	67990	12/17/24
KD29131	PRODUCTIVITY PLUS ACCOUNT	OIL,FILTER-PARKS		60.98	67991	12/17/24
NOV24	TWIN VALLEY TELEPHONE	PARKS		70.89	68002	12/17/24
NOV24VISA	UNITED BANK & TRUST	BAG&FRAME UNIT-PARK		819.09	68005	12/17/24
NOV24	VERIZON WIRELESS	PARKS		41.51	68006	12/17/24
NOV24PARKS	WALL'S TRUE VALUE INC	FILERS,BATTERIES,RAKE-PARKS		171.94	68007	12/17/24
	06	PARK TOTAL		3,853.96		
	POOL					
NOV24	TWIN VALLEY TELEPHONE	POOL		31.61	68002	12/17/24
	07	POOL TOTAL		31.61		
	CEMETERY					
NOV24CEM	CENTRAL VALLEY AG	FUEL-CEM		219.77	67945	12/17/24
NOV24CEM	GIBSON PRODUCTS CO #8259L	SHOP SUPPLIES-CEM		59.94	67962	12/17/24
NOV24#3632	KIER'S THRIFTWAY	SUPPLIES-CEM #3632		21.07	67976	12/17/24
NOV24	TWIN VALLEY TELEPHONE	CEMETERY		70.89	68002	12/17/24
NOV24	VERIZON WIRELESS	CEM		41.51	68006	12/17/24
	08	CEMETERY TOTAL		413.18		
	MUNICIPAL COURT					
NOV24COURT	CENTRAL OFFICE SERVICE	TONER CARTRIDGE-COURT		75.99	67944	12/17/24
11/28/24	CLOUD COUNTY SHERIFFS DEPT	CASE 24-285 IN CLYDE-COURT		15.00	67955	12/17/24
1952	RYAN & MULLIN PA	CITY PROSECUTOR FEE-COURT		2,485.00	67995	12/17/24
	09	MUNICIPAL COURT TOTAL		2,575.99		
	100	GENERAL OPERATING FUND TOTAL		59,609.94		
	AIRPORT					
	NON DEPARTMENT					
3915	ADVANCED ELECTRIC LLC	NEW CIRCUIT TO FUEL CONTROL-AI		2,027.44	67937	12/17/24
534105-1	CENTRAL MECHANICAL	HEATER REPLACEMENT-AIRPORT		5,960.00	67943	12/17/24
42802	HEINEN BROS AGRA SERVICES	MAINTENANCE MATERIALS-AIPROT		1,146.58	67965	12/17/24
126963	NETWORK COMPUTER SOLUTIONS	SONIC WALL TZ270-AIRPORT		504.24	67985	12/17/24
12/17/24	RETAILERS SALES TAX	NOV 24 FUEL SALES TAX-AIRPORT		111.68	11072250	12/17/24
NOV24	TWIN VALLEY TELEPHONE	AIRPORT		139.67	68002	12/17/24
MAY 2021	UNITED BANK & TRUST	AIRPORT CREDIT CARD CHARGES				
NOV24VISA	UNITED BANK & TRUST	EKOS,ECHOSTAT-AIRPORT		285.52	68005	12/17/24
	00	NON DEPARTMENT TOTAL		10,175.13		
	210	AIRPORT TOTAL		10,175.13		
	PUBLIC RECREATION					
	NON DEPARTMENT					
AUGUST 2020	CLAY CENTER PUBLIC UTILITIES	PUBLIC RECREATION				

INVOICE#	VENDOR NAME		INVOICE DESCRIPTION	INVOICE AMT	VENDOR TOTAL	CHECK#	CHECK DATE
		00	NON DEPARTMENT TOTAL				
		235	PUBLIC RECREATION TOTAL				
	RESERVE FUNDS						
	NON DEPARTMENT						
7199771	FISHER SCIENTIFIC		UNIFORMS-FIRE	1,440.55		67957	12/17/24
7199772	FISHER SCIENTIFIC		UNIFORMS-FIRE	1,440.55	2,881.10	67957	12/17/24
		00	NON DEPARTMENT TOTAL		2,881.10		
		260	RESERVE FUNDS TOTAL		2,881.10		
	AIRPORT REPAIRS						
	NON DEPARTMENT						
303663	benesch - A. BENESCH & CO.		HANGAR DESIGN-AIRPORT REPAIR		64,072.58	67939	12/17/24
		00	NON DEPARTMENT TOTAL		64,072.58		
		415	AIRPORT REPAIRS TOTAL		64,072.58		
	BASE 2.0						
	NON DEPARTMENT						
12958	BOBS PLUMBING & HEATING		PLUMBING LABOR-BASE GRANT		17,000.00	67941	12/17/24
20240122	CLAY CENTER PUBLIC UTILITIES		PIPE MATERIALS-BASE GRANT		7,550.00	67942	12/17/24
1304	PC EXCAVATING LLC		PLUMBING LABOR-BASE GRANT		14,699.69	67988	12/17/24
		00	NON DEPARTMENT TOTAL		39,249.69		
		450	BASE 2.0 TOTAL		39,249.69		
	MODERATE INCOME HOUSING						
	NON DEPARTMENT						
12/16/2024	REPUBLICAN VALLEY TITLE		WALLACE MIH DOWN PMT-1314BLUNT		30,000.00	68009	12/17/24
10/10/2024	RURAL DEVELOPMENT GROUP		MIH DISBURSEMENT #4-MIH GRANT		31,666.68	67994	12/17/24
		00	NON DEPARTMENT TOTAL		61,666.68		
		470	MODERATE INCOME HOUSING TOTAL		61,666.68		
	REFUSE DISPOSAL						
	NON DEPARTMENT						
14545	CLAY CENTER PUBLISHING CO INC		THANKSGIVING AD-REFUSE		25.70	67952	12/17/24
12/2/24	CLAY COUNTY SANITARY LANDFILL		NOV SOLID WASTE-REFUSE		4,254.72	67954	12/17/24
PR20210629	EMPOWER RETIREMENT		457- AFTER TAX				
PR20210727	EMPOWER RETIREMENT		457- AFTER TAX				
377-00164/165/166/16	KCLY		FALL CLEAN UP,VETERANS DAY,THA		620.00	67975	12/17/24
NOV24REFUSE	LEISZLER OIL CO.		FUEL - REFUSE		790.51	67980	12/17/24

INVOICE#	VENDOR NAME		INVOICE DESCRIPTION	INVOICE AMT	VENDOR TOTAL	CHECK#	CHECK DATE
323131	TMHC SERVICES, INC.		2 REFUSE PARTICIPANTS-REFUSE		12.10	68000	12/17/24
NOV24STREET	UNIFIRST CORPORATION		UNIFORMS-RESUSE		52.24	68004	12/17/24
		00	NON DEPARTMENT TOTAL		5,755.27		
		905	REFUSE DISPOSAL TOTAL		5,755.27		
	WASTE WATER						
	NON DEPARTMENT						
NOV24WW	CENTRAL OFFICE SERVICE		PRINTER PARTS/REPAIR-WW		306.98	67944	12/17/24
NOV24WW	CENTRAL VALLEY AG		FUEL-WW		490.61	67945	12/17/24
3092	CHEMQUEST, INC.		ALUM.DRIP SYSTEM PHOSPHOROUS-W		963.80	67946	12/17/24
NOV24WW	GIBSON PRODUCTS CO #8259L		CONCRETE ANCHORS,CLEANING SUPP		571.38	67962	12/17/24
14266015	HACH COMPANY		NITRATE/AMMONIA TEST REAGENT-W		516.30	67964	12/17/24
0052120	HESS SALVAGE		USED IRON-WW		8.80	67966	12/17/24
360	JP ELECTRIC		ELECTRICAL LABOR-WW		936.63	67971	12/17/24
4110201	KANSAS ONE-CALL SYSTEM		40 LOCATES-WW		48.00	67974	12/17/24
202412045	LABORCHEX		BACKGROUND CHECK SG-WW		42.18	67978	12/17/24
12/9/24	PETTY CASH		BOOT REIMBURSE- SG-WW		176.98	67989	12/17/24
NOV24	TWIN VALLEY TELEPHONE		WW		134.11	68002	12/17/24
NOV24WW	UNIFIRST CORPORATION		UNIFORMS,WIPERS-WW		182.51	68004	12/17/24
NOV24VISA	UNITED BANK & TRUST		SAFETY LIGHTS-WW		116.38	68005	12/17/24
NOV24	VERIZON WIRELESS		WW		148.87	68006	12/17/24
		00	NON DEPARTMENT TOTAL		4,643.53		
		910	WASTE WATER TOTAL		4,643.53		
			Accounts Payable Total		248,053.92		

CITY OF CLAY CENTER
BUILDING A STRONGER ECONOMY (BASE)
SUBAWARD AGREEMENT

This Agreement is entered into as of December __, 2024 (the "Effective Date"), between the City of Clay Center, (hereinafter referred to as "THE CITY") and Penni Wize Investments, LLC (12th Street Estates) (hereinafter referred to as "Sub- Grantee") (hereinafter collectively referred to as "Parties").

WHEREAS, the Secretary of Kansas Department of Commerce (hereinafter referred to as "Secretary") has been authorized by the Kansas Office of Recovery to administer ARPA funds to carry out the economic development infrastructure plan approved by the SPARK Taskforce and by distributing Building a Stronger Economy (BASE) grants (the "Grant Funds") to support infrastructure and related investments associated with economic development projects throughout the state of Kansas with the goal of expanding Kansas' base of businesses and residents as the state continues to recover from the effects of the COVID-19 public health and economic crisis; and

WHEREAS, the City has applied for and been awarded grant funds to complete an economic development project in the state of Kansas with associated infrastructure investments that experienced COVID related harm pursuant to that certain The Kansas Department of Commerce Building A Stronger Economy (BASE) Grant Agreement dated December 18, 2023 (the "State Agreement"); and

WHEREAS, the Secretary has determined awarding funds to the City will benefit the State of Kansas by addressing the impact and recovery efforts of the COVID-19 public health and economic crisis; and

WHEREAS, the City has determined awarding funds to Sub-Grantee will benefit the economic recovery of the city of Clay Center;

NOW, THEREFORE, the parties agree as follows:

I. <u>PURPOSE</u>. The purpose of this Agreement is to establish a subrecipient relationship between the City and Sub-Grantee to assist in the recovery effects of the COVID-19 public health and economic crisis, whereby the City provides certain grant funds to be used solely for the purposes included in Grant Funds, Section III.

II. <u>TERM</u>. The term of this Agreement shall be from the date both Parties sign this Agreement (hereinafter Effective Date) through April 24, 2025.

III. <u>GRANT FUNDS</u>. In consideration of the covenants to be provided by Sub-Grantee, THE CITY agrees to provide grant funds in an amount not to exceed $235,455.30 which shall constitute the maximum amount due by the City to Sub-Grantee under this Agreement. The City is providing these grant funds to Sub-Grantee for the express purposes set forth in this Agreement, Attachment A, and any subsequent amendments. Allowable expenditures of grant funds are limited to those expenditures which are consistent with this Agreement, Attachment A, and any subsequent amendments.

IV. AWARD DETAIL.

Subrecipient Information	
Name of Sub-grantee:	Penni Wize Investments, LLC (12th St Estates)
Address:	210 12th Street, Clay Center, KS 67232
Sub-Award Information	
Grant Award Number (issued by City of Clay Center)	N/A
Performance Start Date and End Dates for Subaward	April 25, 2023 – April 24, 2025
Amount Obligated	$235,455.30
State Award Information	
State Project Title	Clay Center Housing Infrastructure and Industrial Manufacturing Infrastructure
Award Number	FY24-BASE2-CLA
State Awarding Agency	Kansas Department of Commerce

V. COVENANTS OF SUB-GRANTEE. In consideration of the grant funds referenced in Section IV, Sub-Grantee must satisfy the covenants set forth in this Agreement and Amendment A. This includes, but is not limited to, the following:

a. Sub-Grantee shall ensure grant funds are used solely for eligible project expenses in Amendment A and shall use its best efforts to adhere to the project.

b. Sub-Grantee shall participate in the procurement and selection process of any contracted work that is grant-funded.

c. Sub-Grantee shall be prohibited from entering or enjoining any contract with a third party regarding the designation of Grant Funds that are administered by the City except with respect to the Grant Funds which are contemplated by this Agreement.

d. Sub-Grantee shall participate in in-person site visits with the City and the Kansas Department of Commerce as needed until project completion and shall permit the City, as necessary, on-site visits to monitor the progress of the project with written permission at least 24 hours in advance.

e. Sub-Grantee shall comply with all other provisions set forth within this Agreement and any subsequent amendments.

VI. ADMINISTRATION. The City will administer all funds on behalf of the Sub-Grantee for any approved cost of the project in accordance with the terms of this Agreement. The City will be responsible for complying with the State Agreement and maintaining all records of transactions and will be responsible for all approved grant-funded payments to vendors and contractors as funded with the BASE grant.

VII. DEFAULT. The City, in its discretion, may declare Sub-Grantee in default under this Agreement upon the occurrence any of the following:

a. Sub-Grantee's failure to apply the grant funds to the purposes set forth in Amendment A of this Agreement without the prior written consent of the City.

b. Sub-Grantee's failure to timely provide information requested by the City or the Grant Administrator.

c. Sub-Grantee's failure to otherwise satisfy, in any manner, any of the other obligations of Sub-Grantee as set forth in Sections V, IX or XI, or any other part of this Agreement and any subsequent amendments.

d. Any action or inaction of the sub-grantee which would be considered a violation of the City's Grant Agreement with Kansas Department of Commerce. Said agreement attached hereto as Exhibit B.

e. In the event of a default under this Section, the City shall provide the Sub-Grantee with written notice of default and an opportunity to cure such default. If the default has not been resolved within ten (10) days after delivery of notice of default to Sub-Grantee, then the City, at its option, may terminate this Agreement.

f. If this agreement is terminated by the City due to an uncured default by Sub-Grantee, City is under no obligation to distribute any unused funds to the sub-grantee.

VIII. NOTICES. All notices, demands, requests, approvals, reports, instructions, or other communications which may be required or desired to be given by either party shall be in writing and shall be made either by personal delivery, United States Mail, postage prepaid, national overnight delivery service, or email. Properly addressed notice shall be presumed to be delivered on the third business day subsequent to the mailing date if delivered via United States Mail, next business day if delivered by national overnight delivery service, or the date delivered by email; provided, any email delivered after 5 p.m. shall be deemed delivered the next business day.

a. Notices to the City shall be addressed as follows:
City of Clay Center
Attn: City Clerk
427 Court St.
Clay Center, KS 67432
cityclerk@claycenterks.com

b. Notices to Sub-Grantee shall be addressed as follows:
Penni Wize Investments, LLC
Attn: Penni Zelinkoff, CEO (12th Street Estates)
600 N. Spruce St
Abilene, KS 67410
apenniwize@gmail.com

IX. RESTRICTION FROM SALE. The property will not be sold prior to the End Date (as defined in the State Agreement) of the State Agreement without the written approval of the City and, if required, KDOC. Said approval will be granted so long as the transfer does not violate KDOC grant requirements or in any manner require any of the grant funds to be repaid.

X. RESERVED.

XI. MODIFICATIONS. Any amendment to this Agreement will not be effective without the express written agreement of all parties, except that in the event of changes in any applicable federal and state statutes, regulations, or guidance regarding the use of grant funds, this Agreement shall be deemed to be amended when the statutory requirements for use of grant funds are changed or when required to comply with any law or guidance so amended. Such deemed amendments shall be effective as of the effective date of the statutory or regulatory change or the date the guidance is issued.

XII. GOOD STANDING. Sub-Grantee must remain in good standing with all existing the City agreements based on the terms and conditions of such agreement.

XIII. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the State of Kansas.

Signature page follows

CITY OF CLAY CENTER

By: ______________________________
Name: ______________________________
Title: ______________________________
Date: ________________________

PENNI WIZE INVESTMENTS, LLC

By: ______________________________
Name: ______________________________
Title: ______________________________
Date: ________________________

ATTACHMENT A

Sub-Grantee will be provided funds for the specific activity listed below. Any changes or additions to these funds will be identified in subsequent amendments to the agreement the owner/developer is required to provide $25% matching as per the grant requirements.

Activity	BASE Grant Amount	Matching
Electrical Lines	$86,666.98	$22,889.50
Overlay Paving	$67,315.65	$22,438.55
Public Utilities Electrical	$21,49.67	$7,083.22
Water Lines	$9,562.50	$3,187.50
Concrete Driveways	$68,660.50	$22,887.50
Total	$235,455.30	$78,486.27

The following invoices for eligible project costs have been paid towards the grant prior to the date of this Agreement, which amounts will be paid to Sub-Grantee within five (5) days after the Effective Date, with a balance of $135,583.73 left to expend.

12th Street Estates Date	GAP Line Item	Invoices Paid Vendor	Amount	Base	Match
9/19/2023	Electrical	Advanced Electric	$15,075.00	$11,306.25	$3,768.75
4/2/2024	PU Electrical	Public Utilities	$28,332.89	$21,249.67	$7,083.22
9/19/2023	Paving	Schilling	$89,754.20	$67,315.35	$22,438.55
				$99,871.57	$33,290.52

EXHIBIT B

THE KANSAS DEPARTMENT OF COMMERCE BUILDING A STRONGER ECONOMY (BASE) GRANT AGREEMENT

This Agreement is entered into between the Kansas Department of Commerce, (hereinafter referred to as "Commerce") and City of Clay Center, KS (LGGPA9W25GZ3) (hereinafter referred to as "Grantee") (hereinafter collectively referred to as "Parties").

WHEREAS, the State of Kansas is recovering from both a public health and economic crisis – the pandemic and public health emergency of COVID-19 – which has resulted in illness, quarantines, school closures, and temporary and permanent closures of businesses resulting in lost wages and financial hardship to Kansas citizens; and

WHEREAS, the federal government, pursuant to Section 602 of Title VI of the Social Security Act established the Coronavirus State Fiscal Recovery Funds, as added by section 9901 of the federal American Rescue Plan Act of 2021 (hereinafter referred to as "ARPA") has provided moneys to the State of Kansas to respond to the public health emergency, its negative economic impacts and to make necessary investments in water, sewer, broadband or other eligible infrastructure; and

WHEREAS, the Secretary of Commerce (hereinafter referred to as "Secretary") has been authorized by the Kansas Office of Recovery to administer ARPA funds to carry out the economic development infrastructure plan approved by the SPARK Taskforce and by distributing Building a Stronger Economy (BASE) grants to support infrastructure and related investments associated with economic development projects throughout the state of Kansas with the goal of expanding Kansas' base of businesses and residents as the state continues to recover from the effects of the COVID-19 public health and economic crisis; and

WHEREAS, the Grantee has applied for grant funds to complete an economic development project in the state of Kansas with associated infrastructure investments that experienced COVID related harm; and

WHEREAS, the Secretary has determined awarding funds to Grantee will benefit the State of Kansas by addressing the impact and recovery efforts of the COVID-19 public health and economic crisis.

NOW, THEREFORE, the Parties agree as follows:

I. **SUBAWARD DOCUMENTS AND CONFLICT PRIORITIES.** The following documents are hereby incorporated by reference into this Agreement:

A. This Agreement, and any amendments, executed by all parties.
B. Contractual Provisions Attachment form (DA-146a) (Attachment A).
C. U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions (Attachment B).
D. Grantee's BASE Grant Administration Plan and Final Budget (Attachment C).

E. Assurances of Compliance with Civil Rights Requirements (Attachment D).
F. Special Condition(s) and Payment Schedule (Attachment E).

The order of precedence among the contract documents shall be:

A. This Agreement and any attachments and amendments hereto.
B. U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions (Attachment B).
C. Assurances of Compliance with Civil Rights Requirements (Attachment D).
D. Contractual Provision Attachment form (DA-146a) (Attachment A).
E. Grantee's BASE Grant Administration Plan and Final Budget (Attachment C).
F. Special Condition(s) and Payment Schedule (Attachment E).

Any conflict of the foregoing documents shall be resolved by reliance upon the documents in the order listed above.

II. **PURPOSE**. The purpose of this Agreement is to establish a subrecipient relationship between Commerce and Grantee to assist in the recovery effects of the COVID-19 public health and economic crisis, whereby Commerce provides certain grant funds to be used solely for Clay Center Housing Infrastructure and Industrial Manufacturing Infrastructure as outlined in Grantee's BASE Grant Administration Plan and Final Budget, Attachment C, (hereinafter referred to as the "Project") or, if authorized by Commerce, as is otherwise consistent with this Agreement and its Attachments, the ARPA as codified in 42 U.S.C. § 802, Assistance Listing 21.027 and any applicable federal regulations and lawful guidance issued by the United States Department of Treasury.

III. **RECITALS.** The recitals listed on the first page of this Agreement shall be incorporated and construed as part of this Agreement.

IV. **TERM.** The term of this Agreement shall be from the date both Parties sign this Agreement (hereinafter referred to as the "Effective Date") through June 30, 2025 (hereinafter referred to as the "End Date"). Grantee shall have a continuing duty beyond the End Date to provide reports, as set forth in Section VIII, and retain records, as set forth in Section IX.

V. **GRANT FUNDS.** In consideration of the covenants to be provided by Grantee, Commerce agrees to provide grant funds in an amount not to exceed **$592,420.00** which shall constitute the maximum amount due by Commerce to Grantee under this Agreement. Grant funds will be distributed according to the Payment Schedule in Attachment E. Commerce is providing these grant funds to Grantee for the express purposes set forth in this Agreement, its Attachments and any subsequent amendments. Allowable expenditures of grant funds are limited to those expenditures which are consistent with the ARPA and this Agreement and any subsequent amendments. Grantee shall comply with all applicable state and federal laws, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200), including, but not limited to, 2 CFR 200.303 Internal Controls, 2 CFR 200.330 through

200.332 (Subrecipient Monitoring and Management) and Subpart F (Audit), the provisions of this Agreement, and additional directions provided by Commerce or lawful guidance issued by the United States Department of the Treasury.

VI. **FEDERAL AWARD.** The table below contains information required by Appendix II of the Uniform Administrative Regulations, Costs Principles, and Audit Requirements for Federal Awards - 2 CFR Part 200.

Subrecipient Information:	
Name of Entity	City of Clay Center, KS
Address	427 Court Street, Clay Center, KS 67432
Unique Entity Identifier (UEI-formally DUNS)	LGGPA9W25GZ3
Federally Approved Indirect Cost Rate (if applicable)	N/A
Grant/Award Information:	
Grant Award Number (issued by State Agency)	FY24-BASE2-CLA
Modification/Amendment Number (if any)	N/A
Project Name/Description	Clay Center Housing Infrastructure and Industrial Manufacturing Infrastructure BASE 2 ARPA Funding
Project Code (if applicable)	N/A
Performance Start and End Dates (for subaward)	04/25/2023 – 04/25/2025
Budget Period (if different than performance dates)	04/25/2023 – 06/30/2025
Amount Obligated	$592,420.00
Total Grant/Award amount	$592,420.00
Research and Development Award Yes/No	No
Federal Award Information:	
Assistance Listing Title	Coronavirus State and Local Fiscal Recovery Funds
Assistance Listing/CFDA Number	21.027
Federal Awarding Agency	U.S Treasury
Federal Award Identification Number	SLFRP0140
Federal Award Date (date awarded to State Agency)	05/18/2021

VII. **COVENANTS OF GRANTEE.** In consideration of the grant funds referenced in Section V, Grantee shall satisfy the covenants set forth in this Agreement. This shall include, but is not limited to, the following:

A. Use grant funds for eligible project expenses as outlined in Grantee's Grant Administration Plan and Final Budget. Ineligible project expenses include costs associated with the following:

1. Vertical construction housing projects
2. Standalone improvements for public service buildings and community facilities
3. Broadband projects
4. Street repairs or improvements not tied to an existing or future economic development project.

Grantee shall not use grant funds for administrative costs that exceed 10% of Grantee's award.

B. Adhere to the project timeline included in Grantee's Grant Administration Plan and Final Budget.

C. Begin construction within six (6) months of the Effective Date of this Agreement and complete the Project and the expenditure of grant funds within two (2) years of the Effective Date or June 30, 2025, whichever occurs sooner. The following will qualify as beginning construction within the first six (6) months:
   1. Obtaining engineering reports and/or architectural drafts, or incurring construction costs, material purchases, as well as approved project-related costs.

D. Have matching cash fund contributions that are equal to or greater than 25% of the total Project costs as described in Grantee's Grant Administration Plan and Final Budget. Previous Project expenses that were incurred beginning January 1, 2019 and specifically related to the Project are eligible for the 25% match. Land purchases are only eligible as a matching fund contribution if the land was purchased on or after January 1, 2021.

E. Obtain prior written approval from Commerce for changes in any budget line item if these changes exceed ten percent (10%) of the total Project budget. The Grantee shall also request written approval from Commerce for changes in the scope or nature of the project due to unforeseeable changes of circumstances.

F. Establish and maintain an accounting system in accordance with generally accepted accounting principles that ensures effective control over and accountability for all grant and matching funds.

G. Maintain adequate business systems to comply with Federal requirements. The business systems that must be maintained are:

   1. Accounting: including separation of duties, internal controls for transactions, documentation requirements to substantiate expenses and meets generally accepted accounting principles
   2. Procurement: including processes/standards that demonstrate principles of fair and open competition with evaluation of costs
   3. Conflict of Interest: including the process to identify and address any conflicts.
   4. Grant program compliance/management: including systems, staffing and reporting.

   Commerce reserves the right to review all business systems policies.

H. Participate in quarterly check-in conference calls with Commerce until the Project is complete. At Commerce's request, Grantee shall participate in more frequent calls and/or meetings as necessary to allow Commerce to administer the completion of the Project.

I. Participate in two annual in-person site visits with Commerce per project year until Project completion and permit Commerce, as necessary, on-site visits to monitor the progress of the Project.

J. Not supplant grant funding for Project expenses where Grantee has received and utilized financial assistance for those same Project expenses from another local, state, or federal source that exceeds the need for financial assistance.

K. Comply with all other provisions set forth within this Agreement, the Attachments and any subsequent amendments.

L. Maintain an active registration with SAM.gov.

M. Attest it has read and understand the federal grant requirements laid out in 2 CFR 200

N. Include all applicable and appropriate guidance, rules, regulations and terms of this Agreement in any sub-award or contract funded by these grant funds.

O. Obtain disposition instructions from Commerce when the Project is no longer needed or used for the purposes as described in this Agreement.

VIII. **REPORTING.** Grantee shall provide quarterly financial and narrative project reports detailing the use of the grant funds in such a way that are consistent with the Project as presented in the Grantee's Grant Administration Plan and Final Budget. Grantee's quarterly project reports are due on July 31, October 31, January 31, and April 30 throughout the term of this Agreement. Grantee's reports shall identify all grant funds remaining to be spent, project progress and outcome of the Project. Such reports will be in a form reasonably requested by Commerce and Grantee shall provide all such further information as may be requested by Commerce.

Grantee shall also provide a final close-out report by June 30, 2025 with supporting documentation and verification of complete expenditure of all matching funds, in a form reasonably requested by Commerce at the conclusion of the Project. At the sole discretion of Commerce, additional reports after June 30, 2025 may be required.

IX. **RECORD RETENTION.** Grantee shall create, maintain and preserve sufficient records to demonstrate their compliance with the requirements of this Agreement and the requirements under the ARPA. Grantee shall provide such records to Commerce promptly upon written request by Commerce. Such records shall be maintained not less than five (5) years after the termination of this Agreement.

X. **DEFAULT.** Commerce, in its discretion, may declare Grantee in default under this Agreement upon the occurrence any of the following:

A. Grantee's failure to complete the Project or apply the grant funds to the purposes set forth in Section II of this Agreement without the prior written consent of Commerce.

B. Grantee's failure to ensure grant funds are applied as outlined in Grantee's Grant Administration Plan and Final Budget, which is incorporated into this Agreement (Attachment C).

C. Grantee's failure to timely provide reports required under Section VIII of this Agreement.

D. Grantee's failure to otherwise satisfy, in any manner, any of the other obligations of Grantee as set forth in Section VII or any other part of this Agreement and its Attachments, Grantee's Grant Administration Plan and Final Budget, or any subsequent amendments.

E. Commerce reserves the right to reject any use of the grant proceeds which it determines, in its sole and exclusive discretion, does not meet the criteria under the ARPA, the United States Department of Treasury guidelines and interpretations, both current and as may be amended and supplemented in the future, associated with disbursement of funds under the ARPA.

In the event of a default under this Section, Commerce may provide Grantee with written notice of default and an opportunity to cure such default. If the default has not been resolved within thirty (30) days of the initial notice of default, then Commerce, at its option, may terminate this Agreement and shall require any or all grant funds previously provided by Commerce be repaid by Grantee and/or not provide any remaining grant funds to Grantee.

XI. **TERMINATION.** Commerce may terminate this Agreement without cause for any reason, in whole or in part, upon thirty (30) days written notice before the End Date. Commerce may also terminate this Agreement, in whole or in part, if Grantee has failed to comply with the conditions of this Agreement, Grantee's Grant Administration Plan and Final Budget, or subsequent amendments. If this Agreement is terminated by Commerce, Grantee shall return to Commerce any unexpended grant funds within seven (7) days and provide a final report within 45 days after receiving notice of termination. Termination shall be effective as of the date specified in the notice.

XII. **REPAYMENT.** Grantee may be required to return grant funds in the case of default consistent with Section X or termination consistent with Section XI. Grantee shall also be required to repay any ARPA funds granted under this Agreement that remain unspent. Commerce reserves the right to determine the eligibility of the use of grant funds and shall reserve the right to take expended or unexpended funds back from the Grantee for those uses of said funds that are considered ineligible pursuant this Agreement, any subsequent amendments, and the Grantee's Grant Administration Plan and Final Budget and reallocate part or all of said funds prior to the End Date.

XIII. **NOTICES.** All notices, demands, requests, approvals, reports, instructions, or other communications which may be required or desired to be given by either party shall be in writing and shall be made either by personal delivery, United States Mail, postage prepaid, or email. Properly addressed notice shall be presumed to be delivered on the third business day subsequent to the mailing date. If such notice is sent by email, notice shall be presumed to be received when sent.

A. Notices to Commerce shall be addressed as follows:

Kansas Department of Commerce
Attn: Erin Starr, Assistant Director of Economic Recovery
1000 SW Jackson, Suite 100
Topeka, Kansas 66612-1354
Erin.Starr1@ks.gov

B. Notices to Grantee shall be addressed as follows:

City of Clay Center, KS
Attn: James R Thatcher, Mayor
427 Court Street
Clay Center, Kansas 67432
citymayor@claycenterks.com

XIV. **INDEPENDENT CONTRACTOR/GRANTEE.** All parties hereto, in the performance of this Agreement, will be acting separately in their respective legal capacities and not as agents, employees, partners, joint venturers in a joint venture, or as associates of one another. Employees or agents of one party shall not be named or construed to be the employees or agents of the other party for any purpose whatsoever.

XV. **ASSURANCES.** Grantee certifies that Grantee is an organization in good standing under the laws of the State of Kansas, is not the subject of any ongoing or pending bankruptcy proceedings and does not intend to file for protection under the bankruptcy laws of the United States, has the legal authority to apply for federal funding under the ARPA and is in compliance and will remain in compliance with all eligibility requirements and state and federal laws applicable to this Agreement.

XVI. **SEVERABILITY.** The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

XVII. **ASSIGNMENT.** This Agreement shall inure to the benefit of and shall be binding in accordance with its terms upon Commerce, Grantee and their respective permitted successors and assigns provided that this Agreement may not be assigned by Grantee without the express written consent of Commerce.

XVIII. WAIVER. In the event of breach of Agreement, or any provision thereof, the failure of Commerce to exercise any of its rights or remedies under this Agreement shall not be construed as a waiver of any such provision of the Agreement breached or as acquiescence in the breach. The remedies herein reserved shall be cumulative and additional to any other remedies at law or in equity.

XIX. MODIFICATIONS. Any amendment to this Agreement will not be effective without the express written agreement of all parties, except that in the event of changes in any applicable federal and state statutes, regulations, or guidance regarding the use of grant funds, this Agreement shall be deemed to be amended when the statutory requirements for use of grant funds are changed or when required to comply with any law or guidance so amended. Such deemed amendments shall be effective as of the effective date of the statutory or regulatory change or the date the guidance is issued.

XX. INDEMNIFICATION. The Parties agree that where Commerce may rely upon the certification of the Grantee that such expenses for which Grantee shall use the grant proceeds meet the requirements of the ARPA and where the Office of the Inspector General, or any other person, official, or department which is charged with the auditing and review of expenditures of these ARPA funds determines that such use was not permitted under ARPA, Grantee agrees to indemnify, reimburse and make whole Commerce for any funds which the United States Government or its agencies seeks to recoup or collect, either by litigation, or by withholding other federal funds owed to Commerce or the State of Kansas. Grantee further agrees to indemnify, reimburse, or make whole Commerce or the State of Kansas for any penalties associated with the federal government seeking to recoup the expended ARPA funds which Commerce disbursed to Grantee.

XXI. CONTRACTUAL PROVISIONS ATTACHMENT (DA-146a). The provisions found in the Contractual Provisions Attachment A (Form DA-146a), which is attached hereto and executed by the parties to this Agreement, are hereby incorporated in this Agreement and made a part hereof.

XXII. GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the State of Kansas.

KANSAS DEPARTMENT OF COMMERCE
1000 SW Jackson, Suite 100
Topeka, Kansas 66612-1354
Phone: (785) 296-1913

Robert North for — 12/18/2023

David C. Toland, Lt. Governor and Secretary — Date

City of Clay Center, KS
James R Thatcher, Mayor
427 Court Street
Clay Center, Kansas 67432
citymayor@claycenterks.com
Phone: (785) 632-5454

JAMES R THATCHER, Mayor | 12/18/2023

James R Thatcher, Mayor | Date

State of Kansas
Department of Administration DA-146a
(Rev. 07-19)

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract and made a part thereof.

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the ___ day of 12/18/2023, 20___ .

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.

2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.

3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.

4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*).

5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, *et seq.*) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to

comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) Contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) Contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if is determined that the contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be canceled, terminated, or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

6. **Acceptance of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.

7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

8. **Representative's Authority to Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.

9. **Responsibility for Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.),* the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.

11. **Information: No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, *et seq.***

12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

Attachment B

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds.
   a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

   b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.

3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.

4. Maintenance of and Access to Records
   a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

   b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.

   c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.

8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.
   a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

   b. Federal regulations applicable to this award include, without limitation, the following:

      i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

      ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

      iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

      iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

      v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

      vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

      vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

      viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

      ix. Generally applicable federal environmental laws and regulations.

   c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

      i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.

11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

14. Debts Owed the Federal Government.

a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.

b. Any debts determined to be owed the federal government must be paid promptly by

Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.
    a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.

    b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.
    a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

    b. The list of persons and entities referenced in the paragraph above includes the following:
        i. A member of Congress or a representative of a committee of Congress;
        ii. An Inspector General;
        iii. The Government Accountability Office;
        iv. A Treasury employee responsible for contract or grant oversight or management;
        v. An authorized official of the Department of Justice or other law enforcement agency;
        vi. A court or grand jury; or
        vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

    c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

Attachment C

BASE GRANT ADMINISTRATION PLAN COVER SHEET

PROJECT TITLE:	Housing & Manufacturing Infrastructure
PROJECT ORGANIZATION:	City of Clay Center/Grow Clay County
PROJECT CONTACT NAME:	Natalie Muruato
PROJECT CONTACT PHONE NUMBER:	785-632-5674
PROJECT CONTACT EMAIL ADDRESS:	director@growclaycounty.org
BACKUP PROJECT CONTACT NAME:	Taylor Mall
BACKUP PROJECT CONTACT PHONE NUMBER:	785-632-5674
BACKUP PROJECT CONTACT EMAIL ADDRESS:	admin@growclaycounty.org
AUTHORIZED BASE GRANT AWARD	$ 592,420.00
CONFIRMED FUTURE MATCHING FUNDS	$ 197,474.00
CONFIRMED EXPENDED MATCHING FUNDS	$ -
CONFIRMED TOTAL MATCHING PERCENTAGE	25%

Attachment C

Housing & Manufacturing Infrastructure

AUTHORIZED BUDGET SUMMARY

Project Budget		
BASE Share	$	592,420.00
Matching Share	$	197,474.00
Total Project Cost	$	789,894.00
BASE Grant Rate	75%	

	BASE Share		Matching Share		
Construction	$	592,420.00	$	197,474.00	
Non-Construction	$	-	$	-	
Subtotal Charges	**$**	**592,420.00**	**$**	**197,474.00**	
Administrative Costs	$	-	$	-	Budget Target
Contingencies	$	-	$	-	Under Budget
Total Project Budget	**$**	**592,420.00**	**$**	**197,474.00**	Over Budget

Administrative Cost Maximum BASE Amount		
Cost Base	$	592,420.00
Rate (10% maximum)	$	59,242.00

Contingency Cost Maximum BASE Amount		
Cost + Administrative	$	592,420.00
Rate (10% maximum)	$	59,242.00

Attachment C

Budget Narrative

Insert values for all yellow cells. Values will calculate into the Construction Budget, Non-Construction Budget and Budget Summary Tabs.

Previous Expenditures (MATCHING FUNDS ONLY)

Activity/Service/Use	Provider	Purpose	Construction Costs	Non-Construction Costs
	Total Previous Expenditures		$ -	$ -

Construction

Task	Provider	Purpose	BASE Grant Funds	Matching Funds
Labor	Contractor	Contractor Electrial Upgrades (Manuf.)	$ 50,000.00	$ 16,500.00
Materials	Contractor	Contractor Electrical Upgrades (Manuf.)	$ 50,000.00	$ 16,500.00
Materials	Public Utilites	PUC Electrical Upgrades (Manuf.)	$ 14,103.49	$ 4,701.00
Materials	Public Utilites	PUC Electrial Upgrades (Manuf.)	$ 29,484.39	$ 9,904.00
Labor	Contractor	Pave Streets (Housing)	$ 184,021.12	$ 61,340.00
Materials	Contractor	Overlay Streets (Housing)	$ 97,237.00	$ 36,068.00
Labor	Contractor	Sewer Infrastructure (Housing)	$ 54,067.00	$ 20,250.00
Labor	Contractor	Contractor Electrial Upgrades (Housing)	$ 92,799.00	$ 24,455.00
Materials	Public Utilities	PUC Electrical Upgrades (Housing)	$ 20,708.00	$ 7,756.00
	Total Construction Costs		**$ 592,420.00**	**$ 197,474.00**

Non-Construction

Task	Provider	Purpose	BASE Grant Funds	Matching Funds
	Total Non-Construction Costs		$ -	$ -

Administrative Costs

Cost Description	Provider	Purpose	BASE Grant Funds	Matching Funds
	Total Administrative Costs		$ -	$ -

Attachment C

Housing & Manufacturing Infrastructure

CONSTRUCTION BUDGET

These fields will auto-populate from the Budget Narrative Tab and will be added to the Budget Summary Tab for a full project budget. Only contingencies will need to be entered manually.

USE OF FUNDS	BASE GRANT USE	MATCHING FUNDS USE
Previous Expenditures		$ -
Demolition and Removal	$ -	$ -
Equipment (Purchases & Rentals)	$ -	$ -
Labor	$ 380,887.12	$ 122,545.00
Materials	$ 211,532.88	$ 74,929.00
On-Going Engineering	$ -	$ -
Road Closures	$ -	$ -
Signage	$ -	$ -
Site Work (Prep, ground-moving, etc.)	$ -	$ -
Soil Borings & Environmental	$ -	$ -
Supplies	$ -	$ -
Surveying	$ -	$ -
Subtotal	**$ 592,420.00**	**$ 197,474.00**
Contingencies (No more than 10% of Subtotal)	$ -	$ -
Total Construction Project Costs	**$ 592,420.00**	**$ 197,474.00**

Housing & Manufacturing Infrastructure

NON-CONSTRUCTION BUDGET

These fields will auto-populate from the Budget Narrative Tab and will be added to the Budget Summary Tab for a full project budget. Only contingencies will need to be entered manually.

	BASE GRANT FUNDS	MATCHING FUNDS
Previous Expenditures		$ -
Consulting	$ -	$ -
Insurance	$ -	$ -
Land Purchases	$ -	
Legal & Easements	$ -	$ -
Permits	$ -	$ -
Project Inspection Fees	$ -	$ -
Relocation Expenses and Payments	$ -	$ -
Supplies	$ -	$ -
Miscellaneous	$ -	$ -
Subtotal A	**$ -**	**$ -**
Administrative - Grant Administration	$ -	$ -
Administrative - Architectural Design	$ -	$ -
Administrative - Preliminary Engineering Costs	$ -	$ -
Administrative - Environmental Review	$ -	$ -
Subtotal B	**$ -**	**$ -**
Contingencies (No more than 10% of Subtotal B)	$ -	$ -
Total Non-Construction Project Costs	**$ -**	**$ -**

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Attachment C

Housing & Manufacturing Infrastructure	Q2 2023		Q3 2023		Q4 2023		Q1 2024		Q2 2024		Q3 2024		Q4 2024		Q1 2025		Q2 2025	
PHASES & TASKS	BASE	MATCH	BASE	MATCH	BASE	MATCH	BASE	MATCH	BASE	MATCH	BASE	MATCH	BASE	MATCH	BASE	MATCH	BASE	MATCH
Phase 1 - Manuf. Infr.																		
Electrical Upgrades (Public Utilities)							$ 43,587.88	$ 14,605.00										
Electrical Upgrades (Elec Contractor)					$ 100,000.00	$ 33,000.00												
Phase 2 - Housing Infr.																		
Sewer Infrastructure							$ 54,067.00	$ 20,250.00										
Overlay Streets			$ 97,237.00	$ 36,068.00														
Electrical Upgrades (Public Utilities)							$ 20,708.00	$ 7,756.00										
Electrial Upgrades (Contractors)					$ 92,799.00	$ 24,455.00												
Paving Streets									$ 184,021.12	$ 61,340.00								
Task 2																		
Task 3																		
Task 4																		
Phase 4																		
Task 1																		
Task 2																		
Task 3																		
Task 4																		
TOTAL	$ -	$ -	$ 97,237.00	$ 36,068.00	$ 192,799.00	$ 57,455.00	$ 118,362.88	$ 42,611.00	$ 184,021.12	$ 61,340.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

TOTAL BASE $	$ 592,420.00	(Must match Cover Sheet amount)	$ 296,210.00
TOTAL MATCHING $	$ 197,474.00	(Must match Cover Sheet amount)	$ 290,036.00

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Expiration Date: November 30, 2021

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient named below (hereinafter referred to as the "Recipient") provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient's program(s) and activity(ies), so long as any portion of the Recipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit http://www.lep.gov.

4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

   The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.

7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.

8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.

9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other

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agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that that they are effectively monitoring the civil rights compliance of sub-recipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 30 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

Attachment E

SPECIAL CONDITION(S) AND PAYMENT SCHEDULE

Awardee: City of Clay Center, KS
Submittable Application: 0037, 0029
Pre-Award Documentation: 0012

Special Condition #1: City of Clay Center (UEI: LGGPA9W25GZ3) submitted BASE 2.0 application 0037 and Grow Clay County (UEI: N6L2C7AP4KN5) submitted application 0029. The decision to combine the awards was made at the Lieutenant Governor's request. As such, included in Pre-Award submission 0012 an MOU, effective June 6, 2023, establishes "regarding the BASE Grant award….and the performance it is duties pursuant to receipt of awarded funds…City of Clay Center will receive and be responsible for funds." The awards made from Application 0037 and 0029 will be administered by the City of Clay Center (UEI: LGGPA9W25GZ3), and all covenants of this agreement are the responsibility of the City of Clay Center.

Special Condition #2: Pre-Award documentation will be submitted and accepted prior to the distribution of grant funds.

- Submit copy of written policies and procedures for grant program compliance and management including systems, staffing, and reporting.
- For matching funds, submit documentation that 50% of the total $197,474.00 matching funds are available and dedicated to Housing & Manufacturing Infrastructure project.

Special Condition #3: Per Pub. KS-1510 Sales Tax and Compensating Use Tax, the City of Clay Center should not be assessed, nor should it pay any sales tax from material purchases as proposed by the Public Utility Commission (PUC) in its letter of support dated January 26. 2023.

Special Condition #4: Submit appropriate procurement documentation and proof of insurance following selection of all project contractors.

Special Condition #5: A minimum of 10% of the grant funds must be expended no later than December 31, 2023.

Special Condition #6: Quarterly Progress Reports must be submitted by October 31, 2023 (for the time period of award to September 30, 2023) and January 31, 2024 (for the time period of October 1, 2023, to December 31, 2023), with satisfactory progress of the project determined in the sole discretion by the Department of Commerce.

Special Condition #7: Payment of second disbursement will be contingent on review and approval of documentation for the first 50% disbursement of funds.

PAYMENT SCHEDULE

Disbursement #	Amount	Requirement
1	$296,210.00	Executed Award Agreement and completion of Special Conditions 1, 2, and 3.

Attachment E

2	$296,210.00	Compliance with ongoing conditions and completion of Special Conditions 4, 5, 6, and 7

Policy Regarding Sexual Harassment

WHEREAS, sexual harassment and retaliation for sexual harassment claims are unacceptable forms of discrimination that must not be tolerated in the workplace; and

WHEREAS, state and federal employment discrimination laws prohibit sexual harassment and retaliation in the workplace; and

WHEREAS, officers and employees of the State of Kansas are entitled to working conditions that are free from sexual harassment, discrimination, and retaliation; and

WHEREAS, the Governor and all officers and employees of the State of Kansas should seek to foster a culture that does not tolerate sexual harassment, retaliation, and unlawful discrimination.

NOW THEREFORE, pursuant to the authority vested in me as Governor of the State of Kansas, I hereby order as follows:

1. All Executive Branch department and agency heads shall have available, and shall regularly review and update at least every three years or more frequently as necessary, their sexual harassment, discrimination, and retaliation policies. Such policies shall include components for confidentiality and anonymous reporting, applicability to intern positions, and training policies.

2. All Executive Branch department and agency heads shall ensure that their employees, interns, and contractors have been notified of the state's policy against sexual harassment, discrimination, or retaliation, and shall further ensure that such persons are aware of the procedures for submitting a complaint of sexual harassment, discrimination, or retaliation, including an anonymous complaint.

3. Executive Branch departments and agencies shall annually require training seminars regarding the policy against sexual harassment, discrimination, or retaliation. All employees shall complete their initial training session pursuant to this order by the end of the current fiscal year.

4. Within ninety (90) days of this order, all Executive Branch employees, interns, and contractors under the jurisdiction of the Office of the Governor shall be provided a written copy of the policy against sexual harassment, discrimination, and retaliation, and they shall execute a document agreeing and acknowledging that they are aware of and will comply with the policy against sexual harassment, discrimination, and retaliation.

5. Matters involving any elected official, department or agency head, or any appointee of the Governor may be investigated by independent legal counsel.

6. The Office of the Governor will require annual mandatory training seminars for all staff, employees, and interns in the office regarding the policy against sexual harassment, discrimination, and retaliation, and shall maintain a record of attendance.

7. Allegations of sexual harassment, discrimination, or retaliation within the Office of the Governor will be investigated promptly, and violations of law or policy shall constitute grounds for disciplinary action, including dismissal.

8. This Order is intended to supplement existing laws and regulations concerning sexual harassment and discrimination, and shall not be interpreted to in any way diminish such laws and regulations. The Order provides conduct requirements for covered persons, and is not intended to create any new right or benefit enforceable against the State of Kansas.

9. Persons seeking to report violations of this Order, or guidance regarding the application or interpretation of this Order, may contact the Office of the Governor regarding such matters.

Agreement to Comply with the Policy Against Sexual Harassment, Discrimination, and Retaliation.

I hereby acknowledge that I have received a copy of the State of Kansas Policy Against Sexual Harassment, Discrimination, and Retaliation established by Executive Order 18-04 and agree to comply with the provisions of this policy.

James R Thatcher
Digitally signed by James R Thatcher
Date: 2024.01.08 12:12:39 -06'00'

Signature and Date

Printed Name

CERTIFICATION OF COMPANY
NOT CURRENTLY ENGAGED IN A BOYCOTT OF GOODS or SERVICES FROM ISRAEL

In accordance with HB 2482, 2018 Legislative Session, the State of Kansas shall not enter into a contract with a Company to acquire or dispose of goods or services with an aggregate price of more than $100,000, unless such Company submits a written certification that such Company is not currently engaged in a boycott of goods or services from Israel that constitutes an integral part of business conducted or sought to be conducted with the State.

As a Contractor entering into a contract with the State of Kansas, it is hereby certified that the Company listed below is not currently engaged in a boycott of Israel as set forth in HB 2482, 2018 Legislature.

JAMES R THATCHER, Mayor
Signature, Title of Contractor

12/18/2023
Date

James R Thatcher
Printed

City of Clay Center
Name of Company

Kansas
Department of Commerce

Date
11/18/2023

ENCUMBRANCE COVER SHEET

SUPPLIER INFORMATION		COMMERCE	
Supplier #	0000063113	Program	ARPA BASE 2
Name	City of Clay Center	Contact Name	Kimmie Tannehill
Street Address	427 Court Street	Phone	785-480-9332
City, State, Zip	Clay Center, KS 67432	Completed By	

Line	PO #	Dept ID	Fund	Budget Unit	Program	Fiscal Use Only Account	Amount	Agency Use
		0000020100	3756	3536	A0076		$ 592,420.00	
						TOTAL	$ 592,420.00	

CONTRACT TYPE:

New Contract

Existing Contract

PO #

Description

Legal Basis for Contract

Federal American Rescue Plan ARPA Allocation
FY24-BASE2-CLA

Payment Schedule

Total Contract Commitment Amount ______

Contract Begin Date: ______ Contract End Date: ______

APPROVAL SIGNATURES

Program Director

Robert North

Division Director

Chief Fiscal Officer

COMMERCIAL NEIGHBORHOOD REVITALIZATION PLAN
INTERLOCAL AGREEMENT

This Neighborhood Revitalization Plan Interlocal Agreement ("Agreement") is made and entered into on the dates indicated below, between the Clay County Board of County Commissioners (the "County"), the Unified School District #379 School Board (the "District"), and the Cities of Clay Center, Wakefield, Longford, Green, Clifton, Vining, Morganville, and Oak Hill, Kansas, all being municipal corporation(s) (the "City/Cities").

RECITALS

WHEREAS, K.S.A. 12-2904, 12-2908, and 12-17,119 allow public agencies to enter into interlocal agreements to jointly perform certain functions, including economic development and neighborhood revitalization.

WHEREAS, all parties are, pursuant to K.S.A. 12-2903, public agencies having the statutory authority to enter into interlocal agreements.

WHEREAS, it is the desire and intent of the parties to enter into an interlocal agreement regarding neighborhood revitalization in County of Clay, under the Neighborhood Revitalization Program, pursuant to K.S.A. 12-17,114, et seq. (the " Act").

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Neighborhood Revitalization Plan. The Clay County Board of County Commissioners adopted a Neighborhood Revitalization Plan (the "Plan") on September 18, 2000, designating certain areas within Clay County, Kansas as authorized by the Act. A copy of the Plan is attached hereto and incorporated herein by this reference. The County, Cities, the Hospital and the District agree to adopt and participate in the Plan.

Purpose. The parties acknowledge and agree that the new construction and rehabilitation of structures in the areas defined in the Plan, will: promote the public health, safety and welfare of citizens within Clay County; improve sound growth of the entities participating in the Plan and the renovation of existing structures; draw new businesses to the community; and develop vacant sites and rehab exiting buildings.

Tax Incentives. Ad valorem property tax rebates shall be offered by the parties to encourage participation in the Plan, all in accordance with the terms and conditions set forth in the Plan.

Rebating of Taxes. The parties further agree that the County shall administer the Plan as adopted by each party. The County shall create a neighborhood revitalization fund pursuant to K.S.A. 12-17,118 for the purpose of financing the redevelopment and to provide rebates. Any increment in property taxes received by the Cities, County, Hospital, and the District resulting from qualified improvements to property pursuant to the Plan shall be credited to the County's neighborhood revitalization fund.

Eligible Areas. The areas eligible for program benefits under the Plan shall be as identified on the maps contained within the Plan.

Term. This Agreement shall expire December 31, 2029. The parties agree to undertake a review of the Plan, on or before September 30, 2029, to determine any needed modifications to the Plan and participation in a new interlocal agreement. The parties may terminate or extend this Agreement prior to December 31, 2029 by mutual written consent. Any applications for tax rebates submitted prior to the termination or expiration of this agreement shall, if approved, be considered eligible for the duration of the rebate period.

Amendments. The parties agree that the Plan, as adopted and attached hereto, will not be amended without the written approval of the parties, except as may be necessary to comply with applicable law.

Duplication. This Interlocal Agreement shall be executed in triplicate form.

Termination. The parties may terminate or extend this Agreement prior to December 31, 2029, by written, mutual consent. However, eligible rebate applications submitted prior to termination of the program shall be honored. The parties agree that the area described in the Plan may be modified to meet the needs of the Plan. The parties do not intend to acquire, hold, or dispose of real and/or personal property in this joint or cooperative under-taking.

Interlocal Agreement. The parties further recognize and acknowledge that each party is a "municipality", as defined in K.S.A 12-2908, and that this Interlocal Agreement is a contract between municipalities to perform a governmental undertaking which each contracting party is authorized by law to perform. Accordingly, pursuant to K.S.A. 12-2908(c), this Agreement shall not be regarded as an interlocal agreement under the provisions of K.S.A. 12-2901, et seq., and this Agreement is, therefore, not subject to approval by the Attorney General of the State of Kansas.

Entire Agreement. This Agreement and any attachments constitute the entire Agreement between the parties.

{Signature Page Follows}

IN WITNESS WEREOF, the parties have caused this Agreement to be executed as of the day and year first written above:

CITY OF CLAY CENTER, KANSAS

By: ______________________________ Date Approved ____________________, 2024
Jimmy Thatcher, Mayor

ATTEST:

____
Amelia Blackwood
City Clerk

CITY OF WAKEFIELD, KANSAS

By: ______________________________ Date Approved ____________________, 2024
Kenneth Dumler, Mayor

ATTEST:

____
Julie Murphy
City Clerk

CITY OF LONGFORD, KANSAS

By: ______________________________ Date Approved ____________________, 2024
Kim Kramer, Mayor

ATTEST:

____
Judy Kobetich
City Clerk

CITY OF VINING, KANSAS

By: ______________________________ Date Approved __________________, 2024
Michael Justin, Mayor

ATTEST:

____
Jacqueline Koch
City Clerk

CITY OF GREEN, KANSAS

By: ______________________________ Date Approved __________________, 2024
Josh Wiedmer, Mayor

ATTEST:

____
Carla Wiedmer
City Clerk

CITY OF CLIFTON, KANSAS

By: ______________________________ Date Approved __________________, 2024
John Tillinghast, Mayor

ATTEST:

____
Danielle Detrixhe
City Clerk

CITY OF MORGANVILLE, KANSAS

By: ______________________________________ Date Approved ____________________, 2024
Brent Rundell, Mayor

ATTEST:

____
Pam Knitter
City Clerk

CITY OF OAK HILL, KANSAS

By: ______________________________________ Date Approved ____________________, 2024
William Crichton, Mayor

ATTEST:

____
Mona Bollinger
City Clerk

UNIFIED SCHOOL DISTRICT #379

By: ____ Date Approved ____________________,2024
Brett Nelson, Superintendent

ATTEST:

____
August Zeller,
USD #379 Board Clerk

CLAY COUNTY, BOARD OF COMMISSIONERS

By: ____ Date Approved ____________________,2024
Eric Carlson, Chair

ATTEST:

____
Kayla Wang,
County Clerk

The *NRP* provides rebates based on the following percentages for three years:

REBATE SCHEDULE

3 YEAR PROGRAM   90% EACH YEAR

- the initial application fee is non-refundable and a 5 percent or a minimum of $10.00 of the increased tax bill will be withheld annually by the county to cover administrative related costs of the program
- The complete Neighborhood Revitalization Plan is available for review and should be reviewed and understood prior to submission of an application.

CLAY COUNTY KANSAS

NEIGHBORHOOD REVITALIZATION PLAN

(Commercial)

Rev. 8/17/18

- The primary intent of the Neighborhood Revitalization Act is to provide communities with long-term increase and stabilization in their property tax base by encouraging rehabilitation or new construction.
- A minimum investment of $15,000 on commercial or industrial properties
- The amount of the rebate is applicable only to the ***participating taxing units*** and will be based on the increase of the appraised value due directly to the qualified improvements made.
- Qualified improvements include new construction, additions to existing structures, and or the rehabilitation to an existing structure. Repairs or deferred maintenance such as roof or siding replacement will not qualify for the plan.

APPLICATION PROCEDURES

PRIOR TO CONSTRUCTION:

- Obtain a building permit from the appropriate issuing authority
- Obtain an NRP application
- Pay the application fee to the Clay County Clerk's Office
- Submit a copy of the building permit, a completed application, and a copy of the application fee receipt to the Appraiser's Office
- Due to the complexity of this program, it is highly recommended that an appointment be established to review the required documentation and submission of said documents prior to applying for the NRP.

Clay Center Kansas

CENTERED AROUND COMMUNITY

CITY OF CLAY CENTER
427 COURT STREET, P.O. BOX 117
CLAY CENTER, KANSAS 67432-0117

T-Mobile Hometown Grant

RE: Clay Center Hometown Grant Application QTR 4 2024

Dear Members of the T-Mobile Hometown Grant Selection Committee,

The City of Clay Center would like to express our abundant support of the T-Mobile Hometown Grant application to fund the proposed addition of two new pickleball courts at Dexter Park.

Pickleball is a rapidly growing sport and is enjoyed by people of all ages, it has become a very popular pastime in our community. The City Parks and Recreation Department has received many requests for additional courts, this grant would allow the City to provide another opportunity for outdoor recreation in our community.

As a growth oriented community The City of Clay Center continues to explore options to maintain and improve the quality of life. This project perfectly aligns with these goals. Like any Municipal Government however, funds are limited, and this grant would make it possible to bring this exciting project to fruition.

We appreciate T-Mobile's generosity in supporting rural communities like ours through the Hometown Grant Program. Thank you for your consideration. We look forward to this exciting opportunity.

Respectfully,

James R. Thatcher, Mayor

GORDONCPA
AUDITING
ACCOUNTING
CONSULTING

4205 W 6th St Ste C
Lawrence, KS 66049

(785) 371-4847
cpagordon.com

December 5, 2024

Mayor and City Council
City of Clay Center
427 Court Street
PO Box 117
Clay Center, Kansas 67432

We are pleased to confirm our understanding of the services we are to provide the City of Clay Center, Kansas (the City) for the year ended December 31, 2024.

Audit Scope and Objectives

We will audit the financial statements of the City for the year ended December 31, 2024. We will be the group auditor of the Clay Center Public Building Commission, which is reported as a related municipal entity of the City. We understand that the financial statements will be presented in accordance with the Kansas regulatory basis of accounting.

We have also been engaged to report on Kansas regulatory required supplementary information that accompanies the City's financial statements. We will subject the following regulatory required supplementary information to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole: summary of regulatory basis expenditures-actual and budget, individual fund schedules of regulatory basis receipts and expenditures-actual and budget, summary of regulatory basis receipts and disbursements-agency funds.

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with the Kansas regulatory basis of accounting; and report on the fairness of the supplementary information referred to above when considered in relation to the financial statements taken as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefor is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgement of a reasonable user made based on the financial statements.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and the *Kansas Municipal Auditing and Accounting Guide* and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS, we exercise professional judgement and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and direct confirmation of certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representation from your attorneys as part of the engagement.

Audit Procedures-Internal Control

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. This risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Accordingly, we express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

Audit Procedures-Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance, and we will not express such an opinion.

Other Services

We will also prepare the financial statements of the City in conformity with the Kansas regulatory basis of accounting based on information provided by you.

We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statement preparation services and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing and maintaining internal controls relevant to the preparation and fair presentation of the financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with the Kansas regulatory basis of accounting with the oversight of those charged with governance.

Management is responsible for making all financial records and related information available to us and for the accuracy and completeness of that information (including information outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws and regulations.

You are responsible for the preparation of the regulatory required supplementary information in conformity with the Kansas regulatory basis of accounting. You agree to include our report on the regulatory required supplementary information in any document that contains and indicates that we have reported on the regulatory required supplementary information. You also agree to include the audited financial statements with any presentation of the regulatory required supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the representation letter that (a) you are responsible for presentation of the regulatory required supplementary information in accordance with the Kansas regulatory basis of accounting; (b) that you believe the regulatory required supplementary information, including its form and content, is fairly presented in accordance with the Kansas regulatory basis of accounting, (c) that the methods of measurement or presentation have not changed from those used in the prior period; and (d) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of emails transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

Engagement Administration, Fees and Other

The audit documentation for this engagement is the property of Gordon CPA LLC and constitute confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available. If requested, access to such workpapers will be provided under the supervision of firm personnel. Furthermore, upon request, we may provide photocopies of selected workpapers to governmental agencies who may intend or decide to distribute the photocopies or information contained therein to others, including other governmental agencies. You agree to reimburse us for our personnel and other costs associated with our compliance with such requests. Our policy is to retain workpapers for five years after the engagement.

Sean M. Gordon, CPA, is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

Our audit engagement ends on delivery of our audit report. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

We agree that our gross fee, including all expenses, for the above services shall not exceed $22,495.

The fee will be allocated as follows: $15,130 for the audit of the City; $5,850 for the audit of the Public Utilities Commission; and $1,515 for the audit of the Clay Center Carnegie Library.

Invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit, including but not limited to delays resulting from the untimely delivery of and/or incomplete preparation of schedules and questionnaires we have requested from your staff. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

It is understood that the services provided by our firm necessarily rely, to some extent, on information provided by your organization, including management representations, as well as information and documents. Accordingly, your organization indemnifies our firm and its owners and employees, and holds them harmless from all claims, liabilities, losses, or costs in connection with services provided by our firm that are affected in any way by erroneous, misleading, or incomplete information furnished by your organization. This indemnification will survive any terminations under this letter.

Gordon CPA LLC and the City agree that any dispute arising hereunder (other than our efforts to collect unpaid fees and expenses) will, prior to resorting to litigation, be submitted to mediation by the parties. The parties will engage in the mediation process in good faith and such process shall be commenced by the written request by either party to the other to mediate any such dispute or alleged breach of this Agreement. Any mediation initiated as a result shall be administered within the state and county of the Gordon CPA LLC office servicing the City by a mutually agreed-upon mediator in accordance with generally accepted mediation rules. Such mediation shall be binding on both parties only after execution of a written agreement setting forth the terms and conditions agreed to pursuant to such mediation. Any and all costs of mediation shall be divided equally between the parties hereto.

Reporting

We will issue a written report upon completion of our audit of the City's financial statements. Our report will be addressed to management and those charged with governance. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from this engagement.

When delivered to the City the audit reports and financial statements produced in connection with this engagement letter are public records and may be used (a) to fulfill the requirements of continuing disclosure under SEC Rule 15c2-12, (b) as inserts or incorporated by reference in offering documents issued by the City and (c) for any lawful purpose of the City all without subsequent consent from us. Any official statements in connection with debt issuances which include the above mentioned audit reports and financial statements shall contain the following: "Our independent auditor has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. The independent auditor also has not performed any procedures relating to this official statement."

We appreciate the opportunity to be of service to City of Clay Center, Kansas and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign, and return a copy to us.

Very truly yours,

Gordon CPA LLC
Certified Public Accountant

By:______________________
Sean M. Gordon, CPA

RESPONSE:

This letter correctly sets forth the understanding of City of Clay Center, Kansas.

By:______________________

Title:______________________

Date:______________________

GORDONCPA
AUDITING
ACCOUNTING
CONSULTING

4205 W 6th St Ste C
Lawrence, KS 66049

(785) 371-4847
cpagordon.com

December 5, 2024

Amelia Blackwood
City of Clay Center
427 Court, P.O. Box 117
Clay Center, KS 67432

Amelia,

Gordon CPA LLC proposes the following audit engagement fees breakdown for the year ended December 31, 2024:

City of Clay Center, Kansas: $15,130

Clay Center Public Utility: $ 5,850

Clay Center Carnegie Library: $ 1,515

Please let me know if you have any questions.

Cordially,

Sean M. Gordon, CPA

Clay Center Kansas

CENTERED AROUND COMMUNITY

CITY OF CLAY CENTER
427 COURT STREET, P.O. BOX 117
CLAY CENTER, KANSAS 67432-0117

12/17/2024

Cemetery Perpetual Care Fund Transfer

The invoices below for the Cemetery archway and gate were paid from the Cemetery Reserve Fund and we obtained approval from the State and our Auditors to pay this from the Cemetery Perpetual Care Fund.

Double L Manufacturing: $10,642.09
MBV Masonry: $7,925.00

It takes Council Action to transfer these funds. The motion necessary would be: "I move to transfer $18,567.09 from the Cemetery Perpetual Care Fund to the Cemetery Reserve Fund."