Clay Center Kansas

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Tuesday, December 3, 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. 11/18/2024 PUC Minutes
   - B. Appropriation Ordinances 2766 & 2767
5. CITY ATTORNEY REPORT
   - A. Updates
6. CONSENT AGENDA
   - A. 11/19/2024 City Council Meeting Minutes
   - B. Appropriation Ordinances 4056 & 4057
7. ORDINANCES
   - A. None
8. RESOLUTIONS
   - A. None
9. FORMAL ACTIONS
   - A. BASE Grant Fund Allocation
   - B. 12th Street Estates-Penni Wize Investments, LLC Change in Scope
   - C. BASE Grant Agreement-12th Street Estates/Penni Wize Investments, LLC
   - D. BASE Grant Agreement-Rural Development Group

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
November 18, 2024

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

The minutes of the meeting held on November 4, 2024 were presented for approval. Commissioner Aaron Floersch moved that the minutes were approved as read and Commissioner Bill Callaway seconded the motion. The vote was all yeas.

The Appropriations Ordinance No. 2764 (Payroll) 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.

The Appropriations Ordinance No. 2765 (Bills) 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.

Supt. Glaves reported:

1. The technician will begin testing the Fairbanks-Morse Man Unit repair on Nov. 19, 2024 or Nov. 20,2024. They will switch to gas for testing.

2. Supt. Glaves had a conference call with Burns and McDonnell and KDHE concerning the VOC testing on Well #2, also about adding poly phosphates to the water treatment plant as a preventative measure. They will begin a quarterly testing for VOC's once the well is in operation.

3. Penniwize Investment LLC has had several meetings with the Administrative Committee concerning putting utilities on the north side of the 12th Street Estates. Supt. Glaves is concerned about the inconsistencies in this situation. Penniwize's lawyer would like to set up Another meeting with Bruce Wingerd(Public Utilities lawyer), at the Dec 2, 2024 commission meeting.

4. USDA approved the KPP PACE Solar Project. There will be a formal EPA study submitted, and the site project could begin Mid-January 2025.

5. There is no legal document for the 115 KV Line Ownership Transfer yet but Supt. Glaves is hoping to have Bruce Wingerd's (Public Utilities lawyer) review by the Dec. 2, 2024 commission meeting.

6. Barnes Automotive (Clifton, KS) replaced the turbo in truck #63 but has found other issues. Supt. Glaves is waiting to hear from the insurance company concerning the repairs on truck #2. Supt. Glaves is investigating possible truck replacements.

7. Ordered (3) SD Siemens Breakers to be replaced at the Power Plant and ordered a complete set of replacement parts to have on hand.

8. The FROC report has been filled out and submitted for Hurricane Milton and Mutual Aid. Should receive payment in 30 days.

Supt. Glaves informed the commissioners of upcoming events.
12/05/24 – CCPUC Christmas Party - 6:30 at the new Welcome Center
12/12/24 – Welcome Center 'Soft Opening' for donors at 6:00pm to 8:30pm.
12/13-14/24 – Annual Lights Before Christmas Fundraiser

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. 2766

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 13, 2024 TO November 26, 2024

Base	Federal	S.S.	State	Other Deduc	Retirement	
77,023.82	5,412.86	5,735.60	3,398.68	3,352.20	4,528.25	**NET $54,565.45**

SS Employers	Retirement Employers	Car Allowance	Dental
5,735.60	7,743.29	-30.78	-512.76

TOTAL $89,959.17

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 2nd day of December 2024

City Clerk

CITY OF CLAY CENTER KANSAS Seal

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 second half of November 2024

Date: December 2, 2024

Approved by Ordinance No. 2767

Commissioners

VENDOR NAME ACCOUNT	LINE	INVOICE NUMBER	REFERENCE	PAYMENT AMOUNT
ALTEC INDUSTRIES INC				
DISTRIBUTION EXPENSES	SYSTEM MAINTENANCE	12717313	HANDLE - CY 19	110.79
***** VENDOR TOTAL *****				110.79
AMERICAN TEXTILE MILLS				
PRODUCTION EXPENSES	PLANT MAINTENANCE	52032	WHITE WIPERS	371.82
***** VENDOR TOTAL *****				371.82
AVERY AUTO PARTS INC				
PRODUCTION EXPENSES	PLANT MAINTENANCE	474033	BEARING - ZOO FOUNTAIN	10.70
PRODUCTION EXPENSES	PLANT MAINTENANCE	474067	GREASE - POWER PLANT	9.77
PRODUCTION EXPENSES	PLANT MAINTENANCE	474349	BEARINGS = FOUNTAIN MOTOR	20.68
PRODUCTION EXPENSES	PLANT MAINTENANCE	475207	FRAM - 1GAL	14.94
PRODUCTION EXPENSES	PLANT MAINTENANCE	475316	PS FLUID, WD 40 - POWER PLANT	35.39
PRODUCTION EXPENSES	PLANT MAINTENANCE	475317	RELAY - MOWER	10.22
PRODUCTION EXPENSES	PLANT MAINTENANCE	475389	EPOXY & CLEANERS	23.59
DISTRIBUTION EXPENSES	SYSTEM MAINTENANCE	475407	G25100 - VAC	10.63
DISTRIBUTION EXPENSES	AUTO AND TRUCK EXPENSE	473957	AIR FILTERS - 2001 FORD F450	74.05
DISTRIBUTION EXPENSES	AUTO AND TRUCK EXPENSE	473963	AIR FILTER	9.00
DISTRIBUTION EXPENSES	AUTO AND TRUCK EXPENSE	474326	SEAFOAM - TRK 1	6.77
DISTRIBUTION EXPENSES	AUTO AND TRUCK EXPENSE	474524	GRAPHITE SPRAY	26.26
DISTRIBUTION EXPENSES	AUTO AND TRUCK EXPENSE	474820	OIL, AIR FRESHNER - CY 3	35.89
DISTRIBUTION EXPENSES	AUTO AND TRUCK EXPENSE	475484	HOSE - SKID STEER	19.18
DISTRIBUTION EXPENSES	SYSTEM MAINTENANCE	474058	SPARK PLUG - SAW	8.80
DISTRIBUTION EXPENSES	AUTO AND TRUCK EXPENSE	474241	LUBE - SKID STEER	29.46
DISTRIBUTION EXPENSES	AUTO AND TRUCK EXPENSE	474293	LUBE - SKID STEER	58.91
DISTRIBUTION EXPENSES	AUTO AND TRUCK EXPENSE	474326	SEAFOAM - TRK 1	2.90
DISTRIBUTION EXPENSES	AUTO AND TRUCK EXPENSE	475172	BULB - CY 9	5.20
DISTRIBUTION EXPENSES	AUTO AND TRUCK EXPENSE	475415	BATTERY - ZOO CART	1,365.19
***** VENDOR TOTAL *****				1,777.53
BAMFORD FIRE SPRINKER CO., INC				
PRODUCTION EXPENSES	PLANT MAINTENANCE	10664	ANNUAL INSPECTION	445.00
***** VENDOR TOTAL *****				445.00
BARNES AUTOMOTIVE, INC.				
DISTRIBUTION EXPENSES	AUTO AND TRUCK EXPENSE	38531	REPLACE TURBO TRK #3	3,580.95
***** VENDOR TOTAL *****				3,580.95
BORDER STATES INDUSTRIES				
DISTRIBUTION EXPENSES	STREET LIGHT MAINTENANCE	929489986	LENS SHIELDS	207.46
DISTRIBUTION EXPENSES	SYSTEM MAINTENANCE	929451277	TAP CONN	94.45
***** VENDOR TOTAL *****				301.91
CALLAWAY, BILL				
COMMERCIAL AND GENERAL	WORKSHOPS / CONFERENCES	KMU MEETING	MILEAGE - KMU MEETING	144.72

VENDOR NAME ACCOUNT	LINE	INVOICE NUMBER	REFERENCE	PAYMENT AMOUNT
CALLAWAY, BILL				
***** VENDOR TOTAL *****				144.72
CINTAS CORPORATION #451				
PRODUCTION EXPENSES	PLANT MAINTENANCE	4210469606	MOPS, MATS, TOWELS	90.85
PRODUCTION EXPENSES	PLANT MAINTENANCE	4211210496	MATS, MOPS, TOWELS	90.85
PRODUCTION EXPENSES	PLANT MAINTENANCE	4211970721	MATS, MOPS, TOWELS	90.85
PRODUCTION EXPENSES	PLANT MAINTENANCE	4212661170	MATS, MOPS, TOWELS	90.85
COMMERCIAL AND GENERAL	UNIFORM EXPENSE	4210469663	UNIFORMS	109.41
COMMERCIAL AND GENERAL	UNIFORM EXPENSE	4211210582	UNIFORMS	109.41
COMMERCIAL AND GENERAL	UNIFORM EXPENSE	4211970727	UNIFORMS	109.41
COMMERCIAL AND GENERAL	UNIFORM EXPENSE	4212661315	MATS, MOPS, TOWELS	115.78
COMMERCIAL AND GENERAL	UNIFORM EXPENSE	4210469663	UNIFORMS	46.88
COMMERCIAL AND GENERAL	UNIFORM EXPENSE	4211210582	UNIFORMS	46.88
COMMERCIAL AND GENERAL	UNIFORM EXPENSE	4211970727	UNIFORMS	46.88
COMMERCIAL AND GENERAL	UNIFORM EXPENSE	4212661315	MATS, MOPS, TOWELS	49.62
***** VENDOR TOTAL *****				997.67
CITY OF CLAY CENTER				
DISTRIBUTION EXPENSES	STREET REPAIRS	STREET PATCHES	STREET PATCHES	17,096.15
***** VENDOR TOTAL *****				17,096.15
CLAY COUNTY TREASURER				
COMMERCIAL AND GENERAL	MISCELLANEOUS EXPENSE	REAL ESTATE TX 2024	2024 REAL ESTATE TAXES	4,602.20
***** VENDOR TOTAL *****				4,602.20
CONSTELLATION NEW ENERGY - GAS				
PRODUCTION EXPENSES	GAS	4181740	SERVICE MONTH - OCT 2024	3,026.26
***** VENDOR TOTAL *****				3,026.26
ENDRESS+HAUSER INC				
DISTRIBUTION EXPENSES	SYSTEM MAINTENANCE	6002629970	PRESSURE SENSOR - WELL 11	1,907.86
***** VENDOR TOTAL *****				1,907.86
GINGER WALKER				
COMMERCIAL AND GENERAL	MISCELLANEOUS EXPENSE	FAVORS	LIGHTS BEFORE XMAS GIVEAWAYS	569.11
***** VENDOR TOTAL *****				569.11
HAMPEL OIL				
PRODUCTION EXPENSES	PLANT MAINTENANCE	91890652	SHELL & MOBIL OIL - 55 GAL	2,544.09
PRODUCTION EXPENSES	DIESEL FUEL OIL	91892172	#2 DIESEL	19,315.52
PRODUCTION EXPENSES	DIESEL FUEL OIL	91892173	#2 DIESEL	18,596.84

VENDOR NAME ACCOUNT	LINE	INVOICE NUMBER	REFERENCE	PAYMENT AMOUNT
HAMPEL OIL				
***** VENDOR TOTAL *****				40,456.45
HAWKINS, INC.				
PRODUCTION EXPENSES	WTP CHEMICALS	6916136	TOTES	240.00
***** VENDOR TOTAL *****				240.00
MIDWESTERN SECURITY, LLC				
COMMERCIAL AND GENERAL	MISCELLANEOUS EXPENSE	345		22.75
COMMERCIAL AND GENERAL	MISCELLANEOUS EXPENSE	345		9.75
***** VENDOR TOTAL *****				32.50
NCS				
COMMERCIAL AND GENERAL	IT - SERVICES	125992	IT SERVICES	154.00
COMMERCIAL AND GENERAL	IT - SERVICES	126275	IT SERVICES	1,742.53
COMMERCIAL AND GENERAL	IT - SERVICES	126485	IT SERVICES	2.45
COMMERCIAL AND GENERAL	IT - SERVICES	125992	IT SERVICES	66.00
COMMERCIAL AND GENERAL	IT - SERVICES	126275	IT SERVICES	746.80
COMMERCIAL AND GENERAL	IT - SERVICES	126485	IT SERVICES	1.05
***** VENDOR TOTAL *****				2,712.83
PATTERSON HEALTH MART				
DISTRIBUTION EXPENSES	ANIMAL MAINTENANCE	250936	CHEETAH MEDICATION	47.47
***** VENDOR TOTAL *****				47.47
POLSINELLI				
COMMERCIAL AND GENERAL	LEGAL SERVICES	2544498	PROFESSIONAL SERVICES	916.50
***** VENDOR TOTAL *****				916.50
POSTMASTER				
COMMERCIAL AND GENERAL	OFFICE SUPPLIES	11302024	POSTAGE	846.85
COMMERCIAL AND GENERAL	OFFICE SUPPLIES	11302024	POSTAGE	362.93
***** VENDOR TOTAL *****				1,209.78
PRODUCTIVITY PLUS ACCOUNT				
PRODUCTION EXPENSES	PLANT MAINTENANCE	11-279485	AIR CLEANER, SOLENOID, TANK KIT, BLOWER FACEPLATE	517.04
PRODUCTION EXPENSES	PLANT MAINTENANCE	11-579584	FAN FOR WALKING MOWER	490.17
PRODUCTION EXPENSES	PLANT MAINTENANCE	11-579969	BLOWER WHEEL FOR MOWER	160.18
***** VENDOR TOTAL *****				1,167.39
PROTECTIVE EQUIP. TESTING LAB				
DISTRIBUTION EXPENSES	SYSTEM MAINTENANCE	86936	SOL-U-CLEAN GALLON	70.66

ACCOUNTS PAYABLE REPORT

VENDOR NAME / ACCOUNT	LINE	INVOICE NUMBER	REFERENCE	PAYMENT AMOUNT
PROTECTIVE EQUIP. TESTING LAB				
***** VENDOR TOTAL *****				70.66
SIR SPEEDY				
COMMERCIAL AND GENERAL	OFFICE SUPPLIES	114688	PAYROLL SHEETS	125.96
COMMERCIAL AND GENERAL	OFFICE SUPPLIES	114688	PAYROLL SHEETS	53.98
***** VENDOR TOTAL *****				179.94
TWIN VALLEY TELEPHONE				
PRODUCTION EXPENSES	PLANT MAINTENANCE	10194418	TOWERS, PHONES, WELLS	1,242.22
COMMERCIAL AND GENERAL	OFFICE SUPPLIES	10194418	TOWERS, PHONES, WELLS	756.80
COMMERCIAL AND GENERAL	OFFICE SUPPLIES	10194418	TOWERS, PHONES, WELLS	345.76
***** VENDOR TOTAL *****				2,344.78
ULINE				
COMMERCIAL AND GENERAL	MISCELLANEOUS EXPENSE	28106283	RESTROOM SIGNS - WELCOME CTR	106.58
***** VENDOR TOTAL *****				106.58
UPS, INC.				
PRODUCTION EXPENSES	WATER SAMPLE MAILING	389EY5484	MAILING WATER SAMPLES	16.72
PRODUCTION EXPENSES	WATER SAMPLE MAILING	5464	WATER SAMPLES	30.48
PRODUCTION EXPENSES	WATER SAMPLE MAILING	5474	FAST PARTITIONS,WATER SAMPLES	37.41
DISTRIBUTION EXPENSES	ZOO WELCOME CENTER	5474	FAST PARTITIONS,WATER SAMPLES	12.57
***** VENDOR TOTAL *****				97.18
VISA				
COMMERCIAL AND GENERAL	WORKSHOPS / CONFERENCES	643598	MEALS	
***** VENDOR TOTAL *****				
***** REPORT TOTAL *****				84,514.03

ACCOUNT	INV	PAYMENTS
PRODUCTION EXPENSES	25	47,522.44
DISTRIBUTION EXPENSES	22	24,780.60
COMMERCIAL AND GENERAL	28	12,210.99
ACCOUNT TOTALS	75	84,514.03

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
				UNION STATE				
				1200 ALTEC INDUSTRIES INC				
12717313	1	11/27/24	11/14/24	HANDLE - CY 19	110.79	50	50-6000-605	1
				INVOICE TOTAL	110.79			
				VENDOR TOTAL	110.79			
				1302 AMERICAN TEXTILE MILLS				
52032	1	11/27/24	11/08/24	WHITE WIPERS	371.82	50	50-5000-505	1
				INVOICE TOTAL	371.82			
				VENDOR TOTAL	371.82			
				1460 AVERY AUTO PARTS INC				
473957	1	11/27/24	10/30/24	AIR FILTERS - 2001 FORD F450	74.05	50	50-6000-606	1
				INVOICE TOTAL	74.05			
473963	1	11/27/24	10/30/24	AIR FILTER	9.00	50	50-6000-606	1
				INVOICE TOTAL	9.00			
474033	1	11/27/24	10/31/24	BEARING - ZOO FOUNTAIN	10.70	50	50-5000-505	1
				INVOICE TOTAL	10.70			
474058	1	11/27/24	10/31/24	SPARK PLUG - SAW	8.80	51	51-6000-605	1
				INVOICE TOTAL	8.80			
474067	1	11/27/24	11/27/21	GREASE - POWER PLANT	9.77	50	50-5000-505	1
				INVOICE TOTAL	9.77			
474241	1	11/27/24	11/04/24	LUBE - SKID STEER	29.46	51	51-6000-606	1
				INVOICE TOTAL	29.46			
474293	1	11/27/24	11/04/24	LUBE - SKID STEER	58.91	51	51-6000-606	1
				INVOICE TOTAL	58.91			
474326	1	11/27/24	11/04/24	SEAFOAM - TRK 1	6.77	50	50-6000-606	1
	2			SEAFOAM - TRK 1	2.90	51	51-6000-606	1
				INVOICE TOTAL	9.67			
474349	1	11/27/24	11/05/24	BEARINGS = FOUNTAIN MOTOR	20.68	50	50-5000-505	1
				INVOICE TOTAL	20.68			
474524	1	11/27/24	11/07/24	GRAPHITE SPRAY	26.26	50	50-6000-606	1
				INVOICE TOTAL	26.26			
474820	1	11/27/24	11/12/24	OIL, AIR FRESHNER - CY 3	35.89	50	50-6000-606	1
				INVOICE TOTAL	35.89			
475172	1	11/27/24	11/18/24	BULB - CY 9	5.20	51	51-6000-606	1
				INVOICE TOTAL	5.20			
475207	1	11/27/24	11/19/24	FRAM - 1GAL	14.94	50	50-5000-505	1
				INVOICE TOTAL	14.94			

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
475316	1	11/27/24	11/20/24	PS FLUID, WD 40 - POWER PLANT	35.39	50	50-5000-505	1
				INVOICE TOTAL	35.39			
475317	1	11/27/24	11/20/24	RELAY - MOWER	10.22	50	50-5000-505	1
				INVOICE TOTAL	10.22			
475389	1	11/27/24	11/21/24	EPOXY & CLEANERS	23.59	50	50-5000-505	1
				INVOICE TOTAL	23.59			
475407	1	11/27/24	11/21/24	G25100 - VAC	10.63	50	50-6000-605	1
				INVOICE TOTAL	10.63			
475415	1	11/27/24	11/21/24	BATTERY - ZOO CART	1,365.19	51	51-6000-606	1
				INVOICE TOTAL	1,365.19			
475484	1	11/27/24	11/22/24	HOSE - SKID STEER	19.18	50	50-6000-606	1
				INVOICE TOTAL	19.18			
				VENDOR TOTAL	1,777.53			
				216 BAMFORD FIRE SPRINKER CO., INC				
10664	1	11/27/24	11/25/24	ANNUAL INSPECTION	445.00	51	51-5000-505	1
				INVOICE TOTAL	445.00			
				VENDOR TOTAL	445.00			
				96 BARNES AUTOMOTIVE, INC.				
38531	1	11/30/24	11/01/24	REPLACE TURBO TRK #3	3,580.95	50	50-6000-606	1
				INVOICE TOTAL	3,580.95			
				VENDOR TOTAL	3,580.95			
				204 BORDER STATES INDUSTRIES				
929451277	1	11/27/24	11/20/24	TAP CONN	94.45	50	50-6000-605	1
				INVOICE TOTAL	94.45			
929489986	1	12/02/24	11/27/24	LENS SHIELDS	207.46	50	50-6000-604	1
				INVOICE TOTAL	207.46			
				VENDOR TOTAL	301.91			
				5 CALLAWAY, BILL				
KMU MEETING	1	11/27/24	11/18/24	MILEAGE - KMU MEETING	144.72	50	50-7000-737	1
				INVOICE TOTAL	144.72			
				VENDOR TOTAL	144.72			
				3249 CINTAS CORPORATION #451				
4210469606	1	11/27/24	11/05/24	MOPS, MATS, TOWELS	90.85	50	50-5000-505	1
				INVOICE TOTAL	90.85			
4210469663	1	11/27/24	11/05/24	UNIFORMS	109.41	50	50-7000-731	1
	2			UNIFORMS	46.88	51	51-7000-731	1
				INVOICE TOTAL	156.29			

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
4211210496	1	11/27/24	11/12/24	MATS, MOPS, TOWELS	90.85	50	50-5000-505	1
				INVOICE TOTAL	90.85			
4211210582	1	11/27/24	11/12/24	UNIFORMS	109.41	50	50-7000-731	1
	2			UNIFORMS	46.88	51	51-7000-731	1
				INVOICE TOTAL	156.29			
4211970721	1	11/27/24	11/19/24	MATS, MOPS, TOWELS	90.85	50	50-5000-505	1
				INVOICE TOTAL	90.85			
4211970727	1	11/27/24	11/19/24	UNIFORMS	109.41	50	50-7000-731	1
	2			UNIFORMS	46.88	51	51-7000-731	1
				INVOICE TOTAL	156.29			
4212661170	1	11/27/24	11/25/24	MATS, MOPS, TOWELS	90.85	50	50-5000-505	1
				INVOICE TOTAL	90.85			
4212661315	1	11/27/24	11/25/24	MATS, MOPS, TOWELS	115.78	50	50-7000-731	1
	2			MATS, MOPS, TOWELS	49.62	51	51-7000-731	1
				INVOICE TOTAL	165.40			
				VENDOR TOTAL	997.67			
				3260 CITY OF CLAY CENTER				
STREET PATCHES	1	11/27/24	11/27/24	STREET PATCHES	17,096.15	51	51-6000-614	1
				INVOICE TOTAL	17,096.15			
				VENDOR TOTAL	17,096.15			
				3500 CLAY COUNTY TREASURER				
REAL ESTATE TX 2024	1	11/27/24	11/11/24	2024 REAL ESTATE TAXES	4,602.20	50	50-7000-716	1
				INVOICE TOTAL	4,602.20			
				VENDOR TOTAL	4,602.20			
				32 CONSTELLATION NEW ENERGY - GAS				
4181740	1	11/27/24	11/20/24	SERVICE MONTH - OCT 2024	3,026.26	50	50-5000-507	1
				INVOICE TOTAL	3,026.26			
				VENDOR TOTAL	3,026.26			
				1000101 ENDRESS+HAUSER INC				
6002629970	1	11/27/24	11/07/24	PRESSURE SENSOR - WELL 11	1,907.86	51	51-6000-605	1
				INVOICE TOTAL	1,907.86			
				VENDOR TOTAL	1,907.86			
				1000254 GINGER WALKER				
FAVORS	1	11/27/24	11/12/24	LIGHTS BEFORE XMAS GIVEAWAYS	569.11	51	51-7000-716	1
				INVOICE TOTAL	569.11			
				VENDOR TOTAL	569.11			
				123 HAMPEL OIL				

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
				123 HAMPEL OIL				
91890652	1	11/27/24	11/21/24	SHELL & MOBIL OIL - 55 GAL	2,544.09	50	50-5000-505	1
				INVOICE TOTAL	2,544.09			
91892172	1	11/30/24	11/25/24	#2 DIESEL	19,315.52	50	50-5000-510	1
				INVOICE TOTAL	19,315.52			
91892173	1	12/02/24	11/25/24	#2 DIESEL	18,596.84	50	50-5000-510	1
				INVOICE TOTAL	18,596.84			
				VENDOR TOTAL	40,456.45			
				57 HAWKINS, INC.				
6916136	1	11/27/24	11/15/24	TOTES	240.00	51	51-5000-508	1
				INVOICE TOTAL	240.00			
				VENDOR TOTAL	240.00			
				1000147 MIDWESTERN SECURITY, LLC				
345	1	11/30/24	11/30/24		22.75	50	50-7000-716	1
	2				9.75	51	51-7000-716	1
				INVOICE TOTAL	32.50			
				VENDOR TOTAL	32.50			
				171 NCS				
125992	1	11/27/24	11/18/24	IT SERVICES	154.00	50	50-7000-733	1
	2			IT SERVICES	66.00	51	51-7000-733	1
				INVOICE TOTAL	220.00			
126275	1	11/27/24	11/15/24	IT SERVICES	1,742.53	50	50-7000-733	1
	2			IT SERVICES	746.80	51	51-7000-733	1
				INVOICE TOTAL	2,489.33			
126485	1	11/27/24	11/19/24	IT SERVICES	2.45	50	50-7000-733	1
	2			IT SERVICES	1.05	51	51-7000-733	1
				INVOICE TOTAL	3.50			
				VENDOR TOTAL	2,712.83			
				15085 PATTERSON HEALTH MART				
250936	1	11/30/24	11/04/24	CHEETAH MEDICATION	47.47	51	51-6000-610	1
				INVOICE TOTAL	47.47			
				VENDOR TOTAL	47.47			
				1000189 POLSINELLI				
2544498	1	11/27/24	11/19/24	PROFESSIONAL SERVICES	916.50	50	50-7000-735	1
				INVOICE TOTAL	916.50			
				VENDOR TOTAL	916.50			
				3420 POSTMASTER				
11302024	1	11/30/24	11/30/24	POSTAGE	846.85	50	50-7000-704	1

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE		PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
	2			POSTAGE		362.93	51	51-7000-704	1
					INVOICE TOTAL	1,209.78			
					VENDOR TOTAL	1,209.78			
				3055 PRODUCTIVITY PLUS ACCOUNT					
11-279485	1	11/30/24	11/08/24	AIR CLEANER, SOLENOID, TANK KIT, BLOWER FACEPLATE		517.04	50	50-5000-505	1
					INVOICE TOTAL	517.04			
11-579584	1	11/30/24	11/05/24	FAN FOR WALKING MOWER		490.17	50	50-5000-505	1
					INVOICE TOTAL	490.17			
11-579969	1	11/30/24	11/12/24	BLOWER WHEEL FOR MOWER		160.18	50	50-5000-505	1
					INVOICE TOTAL	160.18			
					VENDOR TOTAL	1,167.39			
				16230 PROTECTIVE EQUIP. TESTING LAB					
86936	1	11/27/24	11/25/24	SOL-U-CLEAN GALLON		70.66	50	50-6000-605	1
					INVOICE TOTAL	70.66			
					VENDOR TOTAL	70.66			
				201 SIR SPEEDY					
114688	1	11/27/24	11/08/24	PAYROLL SHEETS		125.96	50	50-7000-704	1
	2			PAYROLL SHEETS		53.98	51	51-7000-704	1
					INVOICE TOTAL	179.94			
					VENDOR TOTAL	179.94			
				20391 TWIN VALLEY TELEPHONE					
10194418	1	12/02/24	12/01/24	TOWERS, PHONES, WELLS		464.35	50	50-7000-704	1
	2			TOWERS, PHONES, WELLS		199.01	51	51-7000-704	1
	3			TOWERS, PHONES, WELLS		292.45	50	50-7000-704	1
	4			TOWERS, PHONES, WELLS		1,242.22	51	51-5000-505	1
	5			TOWERS, PHONES, WELLS		146.75	51	51-7000-704	1
					INVOICE TOTAL	2,344.78			
					VENDOR TOTAL	2,344.78			
				247 ULINE					
28106283	1	11/27/24	11/25/24	RESTROOM SIGNS - WELCOME CTR		106.58	51	51-7000-716	1
					INVOICE TOTAL	106.58			
					VENDOR TOTAL	106.58			
				21016 UPS, INC.					
389EY5484	1	11/30/24	11/30/24	MAILING WATER SAMPLES		16.72	51	51-5000-512	1
					INVOICE TOTAL	16.72			
5464	1	11/27/24	11/16/24	WATER SAMPLES		30.48	51	51-5000-512	1
					INVOICE TOTAL	30.48			

INVOICE#	LINE	DUE DATE	INVOICE DATE	REFERENCE	PAYMENT AMOUNT	DIST	GL ACCOUNT	CK SQ
5474	1	11/27/24	11/23/24	FAST PARTITIONS,WATER SAMPLES	12.57	51	51-6000-608	1
	2			FAST PARTITIONS,WATER SAMPLES	37.41	51	51-5000-512	1
				INVOICE TOTAL	49.98			
				VENDOR TOTAL	97.18			
			169	VSP				
821676741	1	11/27/24	11/18/24	VISION	390.39	50	50-7000-728 E-PAYMNT 2963 11/18/24	1
				INVOICE TOTAL	390.39			
				VENDOR TOTAL	390.39			
				UNION STATE TOTAL	84,904.42			

TOTAL MANUAL CHECKS	.00
TOTAL E-PAYMENTS	390.39
TOTAL PURCH CARDS	.00
TOTAL ACH PAYMENTS	.00
TOTAL OPEN PAYMENTS	84,514.03
GRAND TOTALS	84,904.42

CITY OF CLAY CENTER
Seal
KANSAS

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 2nd day of December, 2024

Amelia Blackwood, City Clerk

BANK# CHECK#	BANK NAME DATE	ACCOUNT#	NAME	CHECK AMOUNT	CLEARED	MANUAL	VOID	REASON FOR VOID
1	UNION STATE							
16329	12/02/2024	1200	ALTEC INDUSTRIES INC	110.79				
16330	12/02/2024	1302	AMERICAN TEXTILE MILLS	371.82				
16331	12/02/2024	1460	AVERY AUTO PARTS INC	.00			VOID:	
16332	12/02/2024	1460	AVERY AUTO PARTS INC	1,777.53				
16333	12/02/2024	216	BAMFORD FIRE SPRINKER CO., INC	445.00				
16334	12/02/2024	96	BARNES AUTOMOTIVE, INC.	3,580.95				
16335	12/02/2024	204	BORDER STATES INDUSTRIES	301.91				
16336	12/02/2024	5	CALLAWAY, BILL	144.72				
16337	12/02/2024	3249	CINTAS CORPORATION #451	997.67				
16338	12/02/2024	3260	CITY OF CLAY CENTER	17,096.15				
16339	12/02/2024	3500	CLAY COUNTY TREASURER	4,602.20				
16340	12/02/2024	32	CONSTELLATION NEW ENERGY - GAS	3,026.26				
16341	12/02/2024	1000101	ENDRESS+HAUSER INC	1,907.86				
16342	12/02/2024	1000254	GINGER WALKER	569.11				
16343	12/02/2024	123	HAMPEL OIL	40,456.45				
16344	12/02/2024	57	HAWKINS, INC.	240.00				
16345	12/02/2024	1000147	MIDWESTERN SECURITY, LLC	32.50				
16346	12/02/2024	171	NCS	2,712.83				
16347	12/02/2024	15085	PATTERSON HEALTH MART	47.47				
16348	12/02/2024	1000189	POLSINELLI	916.50				
16349	12/02/2024	3420	POSTMASTER	1,209.78				
16350	12/02/2024	3055	PRODUCTIVITY PLUS ACCOUNT	1,167.39				
16351	12/02/2024	16230	PROTECTIVE EQUIP. TESTING LAB	70.66				
16352	12/02/2024	201	SIR SPEEDY	179.94				
16353	12/02/2024	20391	TWIN VALLEY TELEPHONE	2,344.78				
16354	12/02/2024	247	ULINE	106.58				
16355	12/02/2024	21016	UPS, INC.	97.18				

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

BANK TOTALS:	
OUTSTANDING	84,514.03
CLEARED	.00
BANK 1 TOTAL	84,514.03
VOIDED	.00

FUND		TOTAL	OUTSTANDING	CLEARED	VOIDED
50	ELECTRIC	59,515.47	59,515.47	.00	.00
51	WATER	24,998.56	24,998.56	.00	.00

ACCOUNTS PAYABLE CHECK REGISTER
*** CHECK SUMMARY ***

BANK# BANK NAME CHECK#			DESCRIPTION
1 UNION STATE			
16329	Thru	16355	Accounts Payable Checks

DRAFT
CLAY CENTER CITY COUNCIL MEETING MINUTES
NOVEMBER 19, 2024

The Clay Center City Council met in regular session on November 19, 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, Mike Schultze, Glenn Hoover, Elton Hess, and Phil Kasper. Also present were City Attorney Dusty Mullin and City Clerk Amelia Blackwood.

Mayor Thatcher recognized the following employees for their years of service: Adam Siemers-10 years, Ed Hedberg-10 years, Matt Lips-10 years, Ron Richardson-15 years, Howard VanDyke-20 years.

Mayor Thatcher reported two qualified applications had been received for the 1st Ward position and each applicant will be asked the same questions. The applicants were Zachary Rohleder and Keith Blake. The ballots were prepared prior to the meeting and after the interviews are complete, the council will select the applicant of their choice and Attorney Mullin will collect ballots and read aloud who each councilor selected. The interviews will be conducted in the order of application receipt: 1st interview-Zachary Rohleder, 2nd interview-Keith Blake. The candidate not being interviewed excused themselves outside of council chambers.

Attorney Mullin read the ballots aloud. The vote was as follows: Glenn Hoover-Keith Blake, Phil Kasper-Keith Blake, Theresa Charbonneau-Keith Blake, Elton Hess-Zachary Rohleder, Mike Schultze-Keith Blake, Karla Sweet-Keith Blake, Daton Hess-Keith Blake. Mayor Thatcher thanked both applicants and asked Mr. Blake to come forward to take the oath of office administered by City Clerk Blackwood and then take his seat.

Clerk Blackwood reported that the heating and air unit in the front office of City Hall is needing to be replaced. Central Mechanical is working to prepare options and prices for replacement.

The minutes from the Public Utilities Commission meeting on November 4, 2024 and Public Utilities Commission Appropriations Nos. 2764 and 2765 were presented for review. The October financials were also included for review.

Attorney Mullin reported that the Planning Commission met and continue to work on updating the Comprehensive Plan, a public hearing was set for January 21st, 2025. A recommendation will come to Council after the Public Hearing.

Attorney Mullin reported that Public Utilities is continuing to work with Kansas Power Pool on the Solar Project at the Water Treatment Plant. Kansas Power Pool discovered that there are platted streets that need to be vacated in order to move forward with the project. This will take council action at a future meeting.

The Consent Agenda consisted of the meeting minutes of November 5, 2024 and Appropriation Ordinances Nos. 4054 and 4055. A motion was made by Councilor D. Hess seconded by Councilor Kasper to approve the Consent Agenda in its entirety. Roll call vote: Yeas: Sweet, Charbonneau, D.Hess, Hoover, E.Hess, Schultze, and Kasper. Nays: None. Councilor Blake abstained.

A motion was made by Councilor Sweet seconded by Councilor Hoover to approve Ordinance No. 2472 Pertaining to the Operation of Work-Site Utility Vehicles, Golf Carts, and Micro Utility Trucks on City Streets and Providing Penalties for Unauthorized Operation. Council held discussion. Roll call vote: Yeas: Schultze, Sweet, Kasper. Nays: Hoover, E.Hess, D.Hess, Charbonneau. Councilor Blake abstained. Motion failed.

Councilor D.Hess reported that two bids were received for the 2025 CCLIP project and the Public Services Committee met today to discuss: 1. Shilling Construction in the amount of $565,051.00 2. Bayer Construction in the amount of $604,372.31. Kaw Valley Engineer's estimate was $681,322.40. A motion was made by Councilor D.Hess seconded by Councilor Kasper to approve the 2025 CCLIP bid from Shilling Construction in the amount of $565,051.00 and per unit pricing. Motion Carried 7-0. Councilor Blake abstained.

A motion was made by Councilor Kasper seconded by Councilor Hoover to approve the Airport Heater quote from Central Mechanical in the amount of $5,960.00 for the Modine Heater. Motion carried 7-0. Councilor Blake abstained.

Committee Reports as follows:

Administrative: Councilor Sweet reported on the following: 1. Natalie Muruato, Grow Clay County Director, provided an update on the BASE Grant projects. There will be items at the next council meeting for action related to BASE Grant funds. 2. The City's software provider has announced a deadline to transition to a cloud based system of December 2025 and also increased the 2025 annual renewal fee, Clerk Blackwood is exploring options.

Public Safety: Councilor Schultze reported on the following: 1. A building permit extension was issued to Rural Development Group for a house at 1310 East Ave.

Public Services: Councilor D. Hess report on the following: 1. No report

Property and Recreation: Councilor Kasper reported on the following: 1. The committee met today to discuss the Airport Heater quotes. 2. The Airport Fuel System has been installed and is running. 3. The Cemetery has the new gate and archway installed. Councilor Kasper thanked Cemetery Sexton, Karen Buckner, for her work on that project. 4. The concrete project at Dexter Park Bandshell is complete. Councilor Kasper thanked Parks Supervisor, Patrick Hayes, for his work on that project.

A motion was made by Councilor Hoover seconded by Councilor Charbonneau to adjourn the meeting. Motion carried 8-0.

JAMES R THATCHER, Mayor

ATTEST:

AMELIA BLACKWOOD, City Clerk

APPROPRIATION ORDINANCE
And
WARRANT REGISTER

No. 4056

November 29, 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 13th thru November 26th, 2024**

Base	Emp/Ben	W/H Taxes	B/C	Net	Vouchers
$74,474.54	$9,483.22	$7,219.43	$2,426.83	$55,345.06	

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

Passed and Signed this **29th** day of **November, 2024.**

(SEAL)

____
Mayor

Attested:

____
City Clerk

APPROPRIATION ORDINANCE
And
WARRANT REGISTER

No. 4057

December 3, 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**
					$210,281.27

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

Passed and Signed this **3rd** day of **December, 2024.**

(SEAL)

Mayor

Attested:

City Clerk

APPROPRIATIONS NO. 4057

INVOICE#	VENDOR NAME	INVOICE DESCRIPTION	INVOICE AMT	VENDOR TOTAL
	GENERAL OPERATING FUND			
	NON DEPARTMENT			
NOV24	AFLAC	ACCT#0CUF4-GG		854.19
DEC24	BLUE CROSS/BLUE SHIELD	CITY GROUP#5744102-GG		654.61
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		
NOV24	VISION SERVICE PLAN -	ACCT#30020920-GG		530.73
	00	NON DEPARTMENT TOTAL		2,039.53
	GENERAL			
DEC24	BLUE CROSS/BLUE SHIELD	ADMINISTRATION		6,449.09
20240116	CLAY CENTER PUBLIC UTILITIES	NOV24 STREET LIGHT RENT-GG	4,348.96	
20240117	CLAY CENTER PUBLIC UTILITIES	NOV24 FIRE HYDRANT RENT-GG	801.00	
NOV24	CLAY CENTER PUBLIC UTILITIES	GG	330.67	5,480.63
4212661121	CINTAS CORPORATION	MATS, SUPPLIES-GG		283.37
10/20/24-11/16/24	CLAY COUNTY GENERAL	EMERGENCY PREPAREDNESS-GG	100.00	
9/22/24-10/19/24	CLAY COUNTY GENERAL	EMERGENCY PREPAREDNESS-GG	100.00	200.00
11/21/2024	CLAY COUNTY TREASURER	2024 PROPERTY TAX-GG		630.98
15009	HR PARTNERS	HR CONSULTING RETAINER-GG		300.00
40935	MEL'S PUMP & PLUMBING	REPAIR IN WOMENS RESTROOM-GG		89.75
126276	NETWORK COMPUTER SOLUTIONS	OFFICE 365/BACKUP WORK STATION		956.95
11/[illegible]24	PETTY CASH	CCMFOA REGION 1&4 MILEAGE REIM		64.72
IV00339241	PYE BARKER FIRE&SAFETY	ANNUAL FIRE EXTINGUISHER INSPE		233.00
11/22/2024	UNION STATE BANK	COPIER/PRINTER LEASE-GG		168.88
	01	GENERAL TOTAL		14,857.37
	POLICE			
NOV24	AT&T	PHONES-POLICE		522.62
NOV24POLICE	AVERY AUTO PARTS INC	PARTS-POLICE		21.78
DEC24	BLUE CROSS/BLUE SHIELD	POLICE		14,563.65
11/22/24	CCARE	DEC 24' MONTHLY PMT-POLICE		1,666.67
NOV24	CLAY CENTER PUBLIC UTILITIES	POLICE		6.00
10/20/24-11/16/24	CLAY COUNTY GENERAL	DISPATCHES-POLICE	7,640.76	
9/22/24-10/19/24	CLAY COUNTY GENERAL	DISPATCHES-POLICE	7,479.03	15,119.79
IV00339075	PYE BARKER FIRE&SAFETY	ANNUAL FIRE EXTIN INSPE-POLICE		241.50
114677	HAWLEY PRINTING SIR SPEEDY	MANAGEMENT FILE ENVELOPES-POLI		489.41
	02	POLICE TOTAL		32,631.42
	FIRE			
NOV24FIRE	AVERY AUTO PARTS INC	DIESEL FLUID,TIRE CORE,WRENCH-		55.15
51128	BAND BOX CLEANERS	UNIFORM CLEANING-FIRE		47.00
DEC24	BLUE CROSS/BLUE SHIELD	FIRE		12,894.65
NOV24	CLAY CENTER PUBLIC UTILITIES	FIRE		362.10
001488099	PRAIRIELAND PARTNERS LLC	MOTOR MIX-FIRE		70.00
521[illegible]	UNIVERSAL LLC	AEROSOL DEICER-FIRE		173.48
S1[illegible]	X-GRAIN SPORTS WEAR	UNIFORMS-FIRE		1,120.02

INVOICE#	VENDOR NAME	INVOICE DESCRIPTION	INVOICE AMT	VENDOR TOTAL
		03 FIRE TOTAL		14,722.40
	HIGHWAY			
NOV24STREET	AVERY AUTO PARTS INC	SALT BRINE PUMP-STREET		36.60
DEC24	BLUE CROSS/BLUE SHIELD	STREET		11,383.75
NOV24	CLAY CENTER PUBLIC UTILITIES	STREET		272.30
49111	DOUBLE L MANUFACTURING LLC	POWDER COAT PIPE MOTORGRADER-S		20.00
OS220055093	FOLEY INDUSTRIES, INC.	WINDSHIELD FILM-STREET	142.40	
PS220054935	FOLEY INDUSTRIES, INC.	ENGINE COMPARTMENT LATCHES-STR	626.59	
PS220055049	FOLEY INDUSTRIES, INC.	GROMMETS-STREET	71.29	840.28
AUG2259	L&M L&M LLC	CAR WASH TOKENS-STREET		30.00
11/22/24STREET	PETTY CASH	WORK BOOT REIMB HC-STREET		99.95
IV00342969	PYE BARKER FIRE&SAFETY	ANNUAL FIRE EXT INSPE-STREET		706.50
11/19/24	VALLEYWIDE SALES INC	WIRE-STREET		165.00
		04 HIGHWAY TOTAL		13,554.38
	PARK			
24-128	BLOOM CONSTRUCTION	CONCRETE SLAB-BANDSHELL-PARK		20,319.00
DEC24	BLUE CROSS/BLUE SHIELD	PARKS		6,224.97
NOV24	CLAY CENTER PUBLIC UTILITIES	PARKS		511.48
4211970712	CINTAS CORPORATION	UNIFORMS-PARK	63.48	
4212661085	CINTAS CORPORATION	UNIFORMS-PARK	43.42	106.90
IV00342965	PYE BARKER FIRE&SAFETY	FIRE EXT INSPEC-PARK		140.65
148[illegible]2-001	SITE ONE LANDSCAPE SUPPLY	50# FERTILIZER-PARK		484.82
		06 PARK TOTAL		27,787.82
	POOL			
NOV24	CLAY CENTER PUBLIC UTILITIES	POOL		409.69
33881	CENTRAL MECHANICAL	HYDRANT LINE LEAK CHECK-POOL		272.00
IV00342965	PYE BARKER FIRE&SAFETY	FIRE EXT INSPEC-POOL		119.33
		07 POOL TOTAL		801.02
	CEMETERY			
0523	ABILENE TERMITE AND PEST	ANNUAL TERMITE INSPE-CEM		125.00
DEC24	BLUE CROSS/BLUE SHIELD	CEMETERY		3,573.96
NOV24	CLAY CENTER PUBLIC UTILITIES	CEMETERY		192.36
1/04/24	KAREN BUCKNER	1/2 GAS BILL-CEM		28.64
IV00339069	PYE BARKER FIRE&SAFETY	ANNUAL FIRE EXT INSP-CEM		151.00
		08 CEMETERY TOTAL		4,070.96
	MUNICIPAL COURT			
0236	AUDREY WAID	MUNICIPAL JUDGE-COURT		1,005.00
DEC24	BLUE CROSS/BLUE SHIELD	COURT		1,385.43
0/05/2024	DAHLSTROM LAW OFFICE LLC	CC23-282-COURT	288.00	
1/24/24	DAHLSTROM LAW OFFICE LLC	CC24-128,CC24-214-COURT	444.00	732.00
1/1[illegible]24	GEARY COUNTY SHERIFF OFFC	SUBPOENA SERVICE FEE #24-213-C		15.00

INVOICE#	VENDOR NAME	INVOICE DESCRIPTION	INVOICE AMT	VENDOR TOTAL
	09	MUNICIPAL COURT TOTAL		3,137.43
	100	GENERAL OPERATING FUND TOTAL		113,602.33
	AIRPORT			
	NON DEPARTMENT			
NOV24	CLAY CENTER PUBLIC UTILITIES	AIRPORT		367.89
11/22/24	CLAY COUNTY TREASURER	2024 PROPERTY TAX-AIRPORT		5,401.02
IV00337948	PYE BARKER FIRE&SAFETY	ANNUAL FIRE EXTINGUISHER INSPE		223.50
MAY 2021	UNITED BANK & TRUST	AIRPORT CREDIT CARD CHARGES		
	00	NON DEPARTMENT TOTAL		5,992.41
	210	AIRPORT TOTAL		5,992.41
	LIBRARY			
	NON DEPARTMENT			
11/26/24	CLAY CENTER PUBLIC LIBRARY	LIBRARY TAX DISTRIBUTION-LIBRA		2,435.14
	00	NON DEPARTMENT TOTAL		2,435.14
	230	LIBRARY TOTAL		2,435.14
	PUBLIC RECREATION			
	NON DEPARTMENT			
NOV24	CLAY CENTER PUBLIC UTILITIES	PUBLIC REC	2,154.60	
AUGUST 2020	CLAY CENTER PUBLIC UTILITIES	PUBLIC RECREATION		2,154.60
IV00342965	PYE BARKER FIRE&SAFETY	FIRE EXT INSPEC-REC		51.02
	00	NON DEPARTMENT TOTAL		2,205.62
	235	PUBLIC RECREATION TOTAL		2,205.62
	SPECIAL GAS TAX			
	NON DEPARTMENT			
SMS682448	BAYER CONSTRUCTION CO INC	500 WEBSTER PATCHES-STREET	810.60	
SMS682519	BAYER CONSTRUCTION CO INC	500 WEBSTER PATCHES-STREET	686.28	
SMS682575	BAYER CONSTRUCTION CO INC	500 WEBSTER PATCHES-STREET	1,512.84	
SMS682739	BAYER CONSTRUCTION CO INC	400 GARFIELD PATCHES-STREET	750.96	3,760.68
	00	NON DEPARTMENT TOTAL		3,760.68
	245	SPECIAL GAS TAX TOTAL		3,760.68
	RESERVE FUNDS			
	NON DEPARTMENT			
0/28/24	MBV MASONRY	ENTRANCE COLUMNS-CEM		7,925.00
1/20/24	PHIL KASPER	50% SIDEWALK REIMB-SIDEWALK		175.60

INVOICE#	VENDOR NAME	INVOICE DESCRIPTION	INVOICE AMT	VENDOR TOTAL
11/20/24	TERESA QUANDT	50% SIDEWALK REIMB-SIDEWALK		1,140.00
	00	NON DEPARTMENT TOTAL		9,240.60
	260	RESERVE FUNDS TOTAL		9,240.60
	ACCELERATOR GRANT			
	NON DEPARTMENT			
4442	SPANGENBERG PHILLIPS TICE	OCT24' LIFE CENTER ACC.GRANT		48,571.87
	00	NON DEPARTMENT TOTAL		48,571.87
	460	ACCELERATOR GRANT TOTAL		48,571.87
	REFUSE DISPOSAL			
	NON DEPARTMENT			
NOV24	AFLAC	REFUSE		13.00
DEC24	BLUE CROSS/BLUE SHIELD	REFUSE		6,073.92
PR20210629	EMPOWER RETIREMENT	457- AFTER TAX		
PR20210727	EMPOWER RETIREMENT	457- AFTER TAX		
NOV24	VISION SERVICE PLAN -	REFUSE		57.20
	00	NON DEPARTMENT TOTAL		6,144.12
	905	REFUSE DISPOSAL TOTAL		6,144.12
	WASTE WATER			
	NON DEPARTMENT			
IOV24	AFLAC	WW		178.38
IOV24WW	AVERY AUTO PARTS INC	RATCHET,BATTERY CONNECTOR-WW		31.71
3035	B-R-C BEARING CO. INC.	BEARING-WW		1,464.80
EC24	BLUE CROSS/BLUE SHIELD	WW		9,444.69
IOV24	CLAY CENTER PUBLIC UTILITIES	WW		3,179.73
9101	DOUBLE L MANUFACTURING LLC	MANHOLE COVERS-WW		321.56
8485	FIVE CREEK AUTOMOTIVE	REPLACEMENT TUBES-WW		70.24
S4512487	FULL SOURCE, LLC	UNIFORMS NEW PERSONNEL-WW		191.11
4249520	HACH COMPANY	BUFFER&TEST SOLUTION-WW	234.85	
4250015	HACH COMPANY	PHOSPHATE POWDER PILLOWS-WW	111.70	346.55
2005/52043	HESS SALVAGE	USED IRON,TIRE-WW		48.20
V00338017	PYE BARKER FIRE&SAFETY	FIRE EXT INSPEC-WW		611.00
NV0044186	TEAM LABORATORY CHEMICAL CORP.	SEWER SOLVENT-WW		1,338.50
5212349	UNIVERSAL LLC	DEGREASER,ROOT KILLER-WW		961.98
1/20/24	VALLEYWIDE SALES INC	CUTTING TORCH GAS/OXYGEN-WW		54.00

INVOICE#	VENDOR NAME		INVOICE DESCRIPTION	INVOICE AMT	VENDOR TOTAL
NOV24	VISION SERVICE PLAN -		WASTEWATER		86.05
		00	NON DEPARTMENT TOTAL		18,328.50
		910	WASTE WATER TOTAL		18,328.50
			Accounts Payable Total		210,281.27
			Invoices: Paid		80,435.54
			Invoices: Scheduled		129,845.73

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

This Agreement is entered into 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 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; 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. **PURPOSE.** 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. **TERM**. The term of this Agreement shall be from the date both Parties sign this Agreement (hereinafter Effective Date) through April 24, 2025.

III. **GRANT FUNDS**. 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 67432**
Sub-Award Information	
Grant Award Number (issued by City of Clay Center)	**N/A**
Project Name/Description	**12th Street Estates Housing Infrastructure**
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 or designation of grant funds that are administered by the City.
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. The City will be responsible for 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 may 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 of the initial notice of default, then the City, at its option, may terminate this Agreement.
f. If this agreement is terminated for any reason then the 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, 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 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 (12^{th} Street Estates)
600 N. Spruce St
Abilene, KS 67410
apenniwize@gmail.com

IX. **RESTRICTION FROM SALE**. Sub-Grantee is restricted from selling the affected property until April 25, 2028. If a sale occurs prior to April 25, 2028, Sub-Grantee agrees to reimburse the City the grant funds in Section III.

X. **DEFAMATION OF THE CITY BY SUB-GRANTEE**. The Sub-Grantee is prohibited from defaming, mischaracterizing, or libeling the process, procedures, or administration of the

BASE grant by the City in written form that may cause harm to the structure or reputation of the BASE grant, the City, or any other affected parties. If such defamation, mischaracterization, or libel occurs, THE CITY will have the right to withdraw participation of the Sub-Grantee from the BASE grant.

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

Signature

Printed Name and Title

Date

Sub-Grantee Authorized Representative

Signature

Printed Name and 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	$68,666.98	$22,889.50
Overlay Paving	$67,315.65	$22,438.55
Public Utilities Electrical	$21,249.67	$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 have been paid towards the grant since the date of this agreement 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	$ 67,315.65	$ 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. <u>REPORTING.</u> 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. <u>RECORD RETENTION</u>. 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. <u>DEFAULT</u>. 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

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	**$ -**	**$ -**

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

OMB Approved No. 1505-0271
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.

OMB Approved No. 1505-0271
Expiration Date: November 30, 2021

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

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.

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.

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

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

This Agreement is entered into between the City of Clay Center, (hereinafter referred to as "THE CITY") and Rural Development Group, LLC (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 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; 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. **PURPOSE.** 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. **TERM**. The term of this Agreement shall be from the date both Parties sign this Agreement (hereinafter Effective Date) through April 24, 2025.

III. **GRANT FUNDS**. In consideration of the covenants to be provided by Sub-Grantee, THE CITY agrees to provide grant funds in an amount not to exceed **$29,362.19** 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:	**Rural Development Group, LLC**
Address	**2510 8th Street, Clay Center KS 67432**
Sub-Award Information	
Grant Award Number (issued by City of Clay Center)	**N/A**
Project Name/Description	**MIH Housing Infrastructure**
Performance Start Date and End Dates for Subaward	**April 25, 2023 – April 24, 2025**
Amount Obligated	**$29, 362.19**
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 or designation of grant funds that are administered by the City.
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. The City will be responsible for 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 may 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 of the initial notice of default, then the City, at its option, may terminate this Agreement.
f. If this agreement is terminated for any reason then the 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, 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 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:

Rural Development Group
Attn: Austin Gillard
2510 8th Street
Clay Center, KS 67432
info@ruraldevgroup.com

IX. **DEFAMATION OF THE CITY BY SUB-GRANTEE**. The Sub-Grantee is prohibited from defaming, mischaracterizing, or libeling the process, procedures, or administration of the BASE grant by the City in written form that may cause harm to the structure or reputation of the BASE grant, the City, or any other affected parties. If such defamation, mischaracterization, or libel occurs, THE CITY will have the right to withdraw participation of the Sub-Grantee from the BASE grant.

X. **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.

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

XII. **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

____

Signature

____

Printed Name and Title

____

Date

Sub-Grantee Authorized Representative

Austin M. Gillard

Signature

Austin M. Gillard, Managing Partner

Printed Name and Title

12-2-2024

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.

Activity	Base Grant Amount	Matching
Sewer Lines	$24,000	$8,000
Water Lines	$5,362.19	$1,887.50
Total	$29,362.19	$9,887.50

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. <u>**SUBAWARD DOCUMENTS AND CONFLICT PRIORITIES**</u>. 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. <u>WAIVER</u>. 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. <u>MODIFICATIONS</u>. 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. <u>INDEMNIFICATION.</u> 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. <u>CONTRACTUAL PROVISIONS ATTACHMENT (DA-146a)</u>. 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. <u>GOVERNING LAW</u>. 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

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	$	-	$	-
Contingencies	$	-	$	-
Total Project Budget	**$**	**592,420.00**	**$**	**197,474.00**

Budget Target
Under Budget
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	**$ -**	**$ -**

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

OMB Approved No. 1505-0271
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.

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Expiration Date: November 30, 2021

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

OMB Approved No. 1505-0271
Expiration Date: November 30, 2021

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.

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: PO #

New Contract ____

Existing Contract ____

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