

-
- A. **CALL TO ORDER/ROLL CALL**
__Nisly __Schmidt __Weber __Garretson __Fairbanks __Scofield

 - B. **PLEDGE OF ALLEGIANCE**
 - C. **APPROVAL OF AGENDA (ADDITIONS/DELETIONS)**
 - D. **CITIZEN COMMENTS**
 - E. **HEARINGS, PRESENTATIONS, PROCLAMATIONS & RECOGNITIONS**
 - F. **CONSENT AGENDA**
 - 1. Approval of Minutes – Regular Meeting, May 2, 2022
 - 2. Approval of Invoices
 - 3. Appoint Matt Mock to Planning Commission – “Out-of-town Representative”Motion _____ Second _____ Vote _____

 - G. **ACTION ITEMS**
 - 1. Accept Resignation of Treasurer Rhonda Stillwell/Remove from Bank Accounts
Motion _____ Second _____ Vote _____

 - 2. Appoint Sheila Stevens as Treasurer/Add her to Bank Accounts
Motion _____ Second _____ Vote _____

 - 3. Resolution No. 22-588 – Acceptance of USDA Grant Funds & Requirements
Motion _____ Second _____ Vote _____

[Mayor Nisly will call for a 5-minute recess to sign documents.]

 - H. **DISCUSSION ITEMS**
 - 1. July 4th Fireworks Show Update
 - 2. Economic Development Discussion
 - 3. 2022 Financials Check-In
 - 4. Miscellaneous Items

 - I. **CITY ADMINISTRATOR’S REPORT**
 - J. **GOVERNING BODY COMMENTS**
 - K. **EXECUTIVE SESSION**
 - 1. Non-elected personnel

 - L. **ADJOURNMENT**

Meeting Date: May 16, 2022
Department: Administration
Prepared By: Joseph Turner, City Administrator
Agenda Title: Consent Agenda

Background/Analysis – Consent agendas are designed to take routine business items, non-controversial items, and other matters where a consensus has been reached and combine them into one single motion and vote. Items on the consent agenda should not be discussed or debated by the governing body. Any member of the governing body may elect to pull an item from the consent agenda for a separate vote.

Notable Items:

- Approval of Minutes from May 2, 2022 regular meeting
- Approval of Invoices
- Appoint Matt Mock to the Planning Commission as the “Out-of-town Representative”

Recommendation – Motion to approve the consent agenda as presented.

Exhibit A – Minutes from May 2, 2022 Regular Meeting

Exhibit B – AP Invoices

- A. **CALL TO ORDER/ROLL CALL**
X Nisly X Schmidt X Weber X Garretson X Fairbanks X Scofield
- B. **PLEDGE OF ALLEGIANCE**
- C. **APPROVAL OF AGENDA (ADDITIONS/DELETIONS)**
- D. **CITIZEN COMMENTS**
- E. **HEARINGS, PRESENTATIONS, PROCLAMATIONS & RECOGNITIONS**
- F. **CONSENT AGENDA**
1. Approval of Minutes – Regular Meeting, April 18, 2022
 2. Approval of Invoices
- Motion:* Schmidt *Second:* Fairbanks *Vote:* 5-0
- G. **ACTION ITEMS**
1. Cell Tower Special Use Permit Application
- ACTION:* Motion to deny the Special Use Permit based on set-backs and visual.
Motion: Scofield *Second:* Fairbanks *Vote:* 5-0
2. Market South Hutch Appointment
- ACTION:* Motion to appoint Brian Garretson to the Market South Hutch Board.
Motion: Schmidt *Second:* Fairbanks *Vote:* 5-0
3. GIS/Asset Management Software Vendor Agreement
- ACTION:* Motion to authorize City Administrator to enter into an agreement with Aktivov Asset Management to provide GIS/assist management software solutions.
Motion: Weber *Second:* Schmidt *Vote:* 5-0
- H. **DISCUSSION ITEMS**
1. Independence Day Fireworks Show-City Park 5:00 to 9:30
 2. Land Development Code – Review & Update
 3. Miscellaneous Issues
- I. **CITY ADMINISTRATOR’S REPORT**
- J. **GOVERNING BODY COMMENTS**
- K. **EXECUTIVE SESSION**
1. Attorney-Client Privilege (5 minutes)
- Motion for an executive session pursuant to K.S.A. 75-4319 to discuss Attorney-Client privileges for 5 minutes.
- Motion:* Schmidt *Second:* Weber *Vote:* 5-0
- Motion was made to call the meeting back to order.
Motion: Schmidt *Second:* Garretson *Vote:* 5-0

2. Non-elected personnel (20 minutes)

Motion for an executive session pursuant to K.S.A. 75-4319 to discuss Non-elected personnel for 20 minutes.

Motion: Schmidt ***Second:*** Weber ***Vote:*** 5-0

Motion was made to call the meeting back to order.

Motion: Fairbanks ***Second:*** Scotfield ***Vote:*** 5-0

L. **ADJOURNMENT**

Motion: Schmidt ***Second:*** Garretson ***Vote:*** 5-0

Invoice Approval List
May 16, 2022

Gen Gov	Description	Vendor	Inv. Amt
101-101-6000	Electric Billing	Evergy	\$240.12
101-101-6000	Phone service	Ideatek	\$27.50
101-101-6000	Cox	Cable	\$16.78
101-101-6002	Insurance Fee	Freedom Claims	\$4,006.86
101-101-6002	Special Legal Services	Parker & Parker	\$5,000.00
101-101-6003	Cleaning contract	FreshCo	\$150.00
101-101-6004	Annual extinguisher service	Dragonslayers	\$11.90
101-101-7000	Paper	Office Plus	\$88.09
101-101-7002	Liners	Office Plus	\$16.99
101-101-7002	Water	Culligan	\$20.25
			\$9,578.49
Police	Description	Vendor	Inv. Amt
101-102-6000	Cable	Cox	\$39.87
101-102-6000	Phone service	Ideatek	\$27.50
101-102-6000	Electric Billing	Evergy	\$401.19
101-102-6002	Cleaning contract	Tabitha Maxfield	\$150.00
101-102-6002	Stamps	Office Plus	\$79.23
101-102-6002	Screws	Allen Samuels	\$2.49
101-102-6002	Traffic citations	Scott Merriman	\$621.00
101-102-6004	Annual extinguisher service	Dragonslayers	\$87.45
101-102-6004	Install comeras on computers	Dynamic Electronics	\$80.00
101-102-6004	Custom name magnets	Katie Marcum	\$28.00
101-102-6005	MIFI air cards and cell phones	Verizon	\$290.86
101-102-7002	Water	Culligan	\$20.25
101-102-7003	Fuel	Bridgman	\$1,091.28
101-102-7009	Shirts	Galls LLC	\$59.98
			\$2,979.10
Street	Description	Vendor	Inv. Amt
101-103-6000	Electric Billing	Evergy	\$481.33
101-103-6000	Phone service	Ideatek	\$27.50
101-103-6004	Annual extinguisher service	Dragonslayers	\$188.02
101-103-6005	Cell phones	Verizon	\$24.29
101-103-7002	Bolts	Agri Center	\$75.87
101-103-7002	Filters, tire repair kit, lube	Carquest	\$191.99
101-103-7002	Throttles, Idler	Fairview	\$72.83
101-103-7002	Mail box post	Lowes	\$52.24
101-103-7002	Weed eaters	Prairieland Partners	\$543.98
101-103-7002	Tire repair	Tom & Dan's	\$5.00
101-103-7003	Fuel	Bridgman	\$237.05
			\$1,900.10
Fire	Description	Vendor	Inv. Amt
101-104-6000	Cable	Cox	\$10.49
101-104-6000	Phone service	Ideatek	\$27.50
101-104-6000	Electric Billing	Evergy	\$295.80

**Invoice Approval List
May 16, 2022**

101-104-6002	Drug test	Hutchinson Clinic	\$50.00
101-104-6004	Pest control	Bugbros	\$149.00
101-104-6004	Annual extinguisher service	Dragonslayers	\$41.65
101-104-6005	Cell phone and tablets	Verizon	\$144.32
101-104-7000	Ink cartridges and paper	Office Plus	\$286.84
101-104-7002	Blue gloves	Public Safety	\$163.00
101-104-7002	Water	Culligan	\$21.20
101-104-7004	Name strips	American Trade	\$81.81
			\$1,271.61
Park	Description	Vendor	Inv. Amt
101-105-6000	Electric Billing	Evergy	\$156.13
101-105-6004	Annual extinguisher service	Dragonslayers	\$11.90
			\$168.03
Court	Description	Vendor	Inv. Amt
101-106-6015	Court fees to State	Kansas State Treasurer	\$1,300.00
101-106-6017	April Jail Fees	Reno County Sheriff	\$1,160.00
101-106-6018	Court Apointed Attorney	Shawnah Bennett	\$150.00
101-106-6018	Court Apointed Attorney	Jennifer Lautz	\$225.00
			\$2,835.00
Non Dept	Description	Vendor	Inv. Amt
101-109-6000	Electric Billing	Evergy	\$5,977.82
101-109-6026	Refuse Payment	Nisly Brothers	\$8,867.82
			\$14,845.64
		GENERAL TOTAL	\$33,577.97
Water	Description	Vendor	Inv. Amt
201-000-6000	Electric Billing	Evergy	\$3,139.33
201-000-6000	Locates	Kansas One Call	\$25.20
201-000-6004	Annual extinguisher service	Dragonslayers	\$23.80
201-000-6005	Cell phones	Verizon	\$157.18
201-000-7002	Meters	Core Main	\$1,528.38
201-000-7002	Meter box and lid	J&J Drainage	\$1,166.43
201-000-7002	Water sample shipping	Joy's	\$81.63
201-000-7003	Fuel	Bridgman	\$152.84
			\$6,274.79
Sewer	Description	Vendor	Inv. Amt
301-000-6000	Electric Billing	Evergy	\$11,369.20
301-000-6000	Locates	Kansas One Call	\$25.20
301-000-6000	Phone service	Verizon	\$313.18
301-000-6002	Soil testing	Reno County Extension	\$23.50
301-000-6004	Annual extinguisher service	Dragonslayers	\$188.03
301-000-6005	Cell phones	Verizon	\$105.75
301-000-7003	Fuel	Bridgman	\$62.60
			\$12,087.46

**Invoice Approval List
May 16, 2022**

ASAP	Description	Vendor	Inv. Amt
801-000-6004	Restitution	South Hutch Municipal	\$100.00
			\$100.00
Comm Ctr	Description	Vendor	Inv. Amt
811-000-6000	Electric Billing	Evergy	\$227.24
811-000-6004	Annual extinguisher service	Dragonslayers	\$29.90
811-000-6004	Cleaning contract	FreshCo	\$500.00
			\$757.14
		Grand Total	\$52,797.36

Meeting Date: May 16, 2022
Department: Administration
Prepared By: Joseph Turner, City Administrator
Agenda Title: Appointment of New Treasurer

Background/Analysis – Rhonda Stillwell has faithfully and competently served the City of South Hutchinson as its treasurer for approximately 22 years. Earlier this year, she communicated her desire to step away from these duties and resign her appointment.

Mayor Nisly and city staff worked diligently to find a replacement. Mayor Nisly has identified Sheila Stevens as the best candidate to fill this vacancy and has elected to appoint her to fill the remainder of Stillwell’s term pending confirmation by a vote of the council.

Financial Impact – None.

Recommendation – There are multiple recommended motions for this item:

1. Staff recommends the council vote to accept the resignation of Rhonda Stillwell as treasurer and to remove her as a signer to all accounts at Simmons Bank including Certificates of Deposit.
2. Staff recommends the council vote to appoint Sheila Stevens to the position of treasurer and add her as a signer to all accounts at Simmons Bank including Certificates of Deposit.

Meeting Date: May 16, 2022
Department: Administration
Prepared By: Joseph Turner, City Administrator
Agenda Title: Resolution No. 22-588 – USDA Grant Acceptance

Background/Analysis – In October 2021, I submitted an application for USDA grant funding to offset some of the costs associated with the purchase of a police patrol vehicle estimated to cost approximately \$55,000 once purchased and upfitted for placement into service.

Based on criteria outlined by the federal government, the grant will cover fifty-five (55) percent of the amount applied for, or approximately \$30,200.

The USDA approved the grant request and as a condition of acceptance, the Council must approve Resolution No. 22-588 and the mayor must sign the following documents:

- 1) Approve Resolution No. 22-588 – Signed by Mayor and attested by City Clerk
- 2) Letter of Conditions – No Action by Commission
- 3) Letter of Intent to Meet Conditions – Signed by Mayor
- 4) Request for Obligation of Funds – Signed by Mayor
- 5) Grant Agreement – Signed by Mayor and attested by City Clerk
- 6) Complete ACH Enrollment Form

Financial Impact – Revenue increase of approximately \$30,000.

Recommendation – Staff recommends the Council approve Resolution No. 22-588 and authorize mayor and city clerk to sign related documents.

Exhibit C – Resolution No. 22-588

Exhibit D – USDA Letter of Conditions

Exhibit E – USDA Letter of Intent to Meet Conditions

Exhibit F – Request for Obligation of Funds

Exhibit G – Grant Agreement

Exhibit H – ACH Enrollment Form

Exhibit I – USDA Grant Application

RESOLUTION # _____

GRANT RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH HUTCHINSON, KANSAS CONCERNING ACCEPTANCE AND COMPLIANCE WITH VARIOUS REQUIREMENTS TO OBTAIN FINANCIAL ASSISTANCE FROM THE UNITED STATES OF AMERICA, ACTING THROUGH THE UNITED STATES DEPARTMENT OF AGRICULTURE, RURAL DEVELOPMENT:

BE IT HEREBY RESOLVED BY THE CITY COUNCIL, OF THE CITY OF SOUTH HUTCHINSON KANSAS, AS FOLLOWS:

Whereas the City Council of the City of South Hutchinson, has reviewed and hereby accepts the Letter of Conditions dated May 16, 2022, presented in relation to the City’s application for Rural Development Community Facilities grant funds. The City hereby authorizes the Mayor and City Clerk to sign all documents related to the funding application and Letter of Conditions for the project.

This resolution shall be in full force and effect from and after its passage and approval.

The vote was: Yeas _____ Nays _____ Absent _____

Adopted by the City Council of the City of South Hutchinson, Kansas, this, the 16th day of May 2022.

Matt Nisly, Mayor

Attest:

Denise McCue, City Clerk

CERTIFICATION

I, the undersigned, City Clerk of the City of South Hutchinson, Kansas, do hereby certify that the City Council is composed of _____ Members, of whom _____ constituting a quorum, were present at a meeting thereof duly called and held on the date passed; that the foregoing resolution was adopted at such meeting by the vote shown above; that the passage of the foregoing resolution is reflected in the official minutes of the said meeting; and that the resolution has not been rescinded or amended in any way.

Dated this 16th day of May 2022.

Denise McCue, City Clerk

(SEAL)



United States Department of Agriculture

May 16, 2022

Matt Nisly, Mayor
2 South Main Street
South Hutchinson, KS 67505

SUBJECT: City of South Hutchinson, Kansas
CF project – Letter of Conditions – Police Vehicle

Dear Mayor Nisly and Council Members:

This letter establishes conditions that must be understood and agreed to by you before further consideration may be given to the application and which must be met before the grant can be closed. Any changes in project costs, source of funds, scope of services or any other significant changes (this includes significant changes in the Borrower's financial condition, operation, organizational structure or executive leadership) in the project or applicant must be reported to and approved by USDA Rural Development, by written amendment to this letter. **Any changes not approved by USDA Rural Development shall be cause for discontinuing processing of the application.**

This letter is not to be considered as grant approval or as representation as to the availability of funds. The docket may be completed based on a grant not to exceed \$30,200. The grant will be considered approved on the date a signed copy of Form RD 1940-1, "Request for Obligation of Funds," is mailed to you.

Enclosed is a copy of Form RD 3570-3, "Community Facilities Grant Agreement," for your review. You will be required to execute a completed form at the time of grant closing. The grant will be considered closed on the obligation date.

Any applicant contribution shall be considered as the first funds expended. After providing for all authorized costs, any remaining USDA Rural Development project funds will be program grant funds and refunded to USDA Rural Development.

USDA Rural Development funds will be disbursed through the Electronic Funds Transfer (EFT) System. Form SF 3881, "ACH Vender/Miscellaneous Payment Enrollment Form" will be utilized for this process. Agency funds will not be disbursed until the City has provided evidence to the Area Office that the City's contribution for the project has been expended.

Please complete and return the attached Form RD 1942-46, "Letter of Intent to Meet Conditions," if you desire that further consideration be given to your application.

If the conditions set forth in this letter are not met within 120 days from the date hereof, USDA Rural Development reserves the right to discontinue the processing of your application.

The approval of your grant will be considered subject to the following conditions:

A. Conditions to be Met Before Bid Letting:

Rural Development • Kansas

Hays Office
2715 Canterbury Drive
Hays, KS 67801
Phone: (785) 628-3081, Ext. 4
Fax: (877) 470-3801

Iola Office
202 W. Miller Road
Iola, KS 66749
Phone: (620) 365-2901, Ext. 4
Fax: (877) 470-3801

Newton Office
1405 South Spencer Road
Newton, KS 67114
Phone: (316) 283-0370, Ext. 4
Fax: (877) 470-3801

Topeka Office
1303 SW First American Pl, Ste 100
Topeka, KS 66604
Phone: (785) 271-2700
Fax: (877) 470-3801

USDA is an equal opportunity provider, employer, and lender.

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form (PDF), found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director Office of Adjudication, 1400 Independence Avenue, S.W. Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov.

1. You will acquire and maintain the appropriate licenses, permits, etc. necessary to own and operate the vehicle.
2. You will provide evidence that you are in compliance with all state statutes governing the purchase of the vehicle being funded by USDA Rural Development.
3. Complete all grant docket information as required by USDA Rural Development.
4.

<u>Project Costs:</u>	<u>Total Budgeted:</u>
Police Vehicle	<u>\$55,000</u>
Total Project Cost	<u>\$55,000</u>
5.

<u>Project Funding Source:</u>	<u>Total Funding:</u>
Applicant Contribution	\$24,800
USDA Rural Development Grant	<u>\$30,200</u>
Total Project Funding	<u>\$55,000</u>
6. When authorized by USDA Rural Development, you may solicit bids for the project. A formal bid advertisement is not required; however, bids should be taken in a manner to ensure maximum open and free competition. The bid should be awarded to the lowest bidder unless there are circumstances that would justify not doing so. USDA Rural Development is to be consulted before award of the bid.
7. Adequate fidelity bond coverage must be maintained for the position of officials entrusted with the receipt and disbursement of funds and custody of property. The City shall observe its regular fidelity bond requirements and practices.
8. If the project cost exceeds \$55,000 and cannot be reduced by negotiations, redesign, use of bid alternatives, rebidding or other means, USDA Rural Development will consider subsequent funding. Such requests will be contingent on the availability of funds.
9. During the acquisition of the police vehicle you shall disburse project funds out of the project account in a manner consistent with RD Instruction 1942-A, Section 1942.17(p). All bills and vouchers must be reviewed and accepted by USDA Rural Development prior to disbursement of funds.
10. It is necessary that this project be coordinated with all state and local agencies. You must comply with special laws and regulations and pollution control standards.
11. Your City Clerk will maintain adequate records to reflect the financial transactions and conditions of your City.
12. The facility must be operated in compliance with Title III of "The Americans with Disabilities Act of 1990". Accommodations to the public must be accessible to the handicapped.
13. You will operate your facility in compliance with RD Instruction 1942-A, Section 1942.17(k)(7)(8), "Section 504 of the Rehabilitation Act of 1973," and the "Age Discrimination Act of 1975."
14. You will be subject to and the facility must be operated in compliance with, "Title VI of the Civil Right Act of 1964". Form RD 400-4, "Assurance Agreement," must be completed.
15. You must provide evidence of the insurance requirements set out in the next section by grant closing or before the vehicle purchase, whichever occurs first.
16. Before the grant is closed or prior to the purchase of the patrol vehicle, whichever comes first, a written agreement is to be made with a bookkeeper, administrator, or manager to establish a

system of record keeping that will adequately reflect all the financial transactions for your City. The agreement and record keeping system are to be reviewed and approved by USDA Rural Development.

17. The grantee understands that any property acquired or improved with Federal grant funds may have use and disposition conditions which apply to the property as provided by 2 CFR Part 200, in effect at this time and as may be subsequently modified.
18. The grantee understands that any sale or transfer of property is subject to the interest of the United States Government in the market value in proportion to its participation in the project as provided by 2 CFR Part 200, in effect at this time and as may be subsequently modified.

B. Conditions to be Met at Grant Closing:

1. You will adopt and execute Form RD 3570-3, "Community Facilities Grant Agreement".
2. You will deliver to USDA Rural Development a policy of insurance which will provide maximum coverage of fire and extended insurance coverage on all above ground structures, including owned equipment and fixtures housed therein. You should consult with your insurance provider to establish the proper amount of insurance coverage. A copy of the policy should be provided to USDA Rural Development.
3. You must agree to comply with all requirements made by the State Director for USDA Rural Development in their grant closing instructions. You will be provided instructions prior to grant closing.
4. Liability and Property Damage Insurance will be obtained in an amount to adequately protect the City. You should consult with your insurance provider to establish the proper amount of insurance coverage.
5. You will carry suitable Workers' Compensation Insurance for all your employees, in accordance with the State laws.
6. Your attorney will complete an Opinion of Counsel on grant closing and deliver the same to USDA Rural Development.

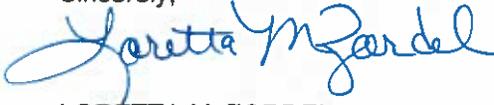
C. Conditions to be Met After Grant Closing:

1. After the grant is closed and the police vehicle is purchased and operational, you will:
 - a) Grantees who are not required to submit an annual audit will, within 60 days following the end of the fiscal year in which any grant funds were expended, furnish USDA Rural Development with annual financial statements, consisting of a verification of the City's balance sheet and statement of income and expenses report signed by an appropriate official or other documentation as determined appropriate by Rural Development. You may utilize Form RD 442-2, "Statement of Budget, Income and Equity," and Form RD 442-3, "Balance Sheet," for this requirement or the City may provide their own balance sheet and statement of income and expense report signed by an appropriate official.
 - b) The audit requirements apply only to the years in which grant funds are expended. Audits will be conducted in accordance with 2 CFR part 200 subpart F, as adopted by USDA through 2 CFR part 400. It is not intended that audits required by this part be separate and apart from audits performed in accordance with State and local laws. To the extent feasible, the audit work should be done in conjunction with those audits. The audit is to be supplied within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months

after the end of the audit period, unless a different period is specified in a program-specific audit guide.

- c) Retain financial records, supporting documents, statistical records, and all other records pertinent to the grant for a period of at least three years after grant closing except that the records shall be retained beyond the three-year period if audit findings have not been resolved.

Sincerely,



LORETTA M. ZORDEL
Loan Specialist

Attachments: A/S

LETTER OF INTENT TO MEET CONDITIONS

Date 05-16-2022

TO: United States Department of Agriculture

Rural Development

(Name of USDA Agency)

2715 Canterbury Drive
Hays, KS 67601

(USDA Agency Office Address)

We have reviewed and understand the conditions set forth in your letter dated 05-16-2022 . It is our intent to meet all of them not later than 11-16-2022 .

City of South Hutchinson

(Name of Association)

BY _____

Matt Nisly, Mayor

(Title)

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a persons is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0015 and 0570-0062. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data. needed, and completing and reviewing the collection of information.

REQUEST FOR OBLIGATION OF FUNDS

INSTRUCTIONS-TYPE IN CAPITALIZED ELITE TYPE IN SPACES MARKED () Complete Items 1 through 29 and applicable Items 30 through 34. See FMI.			
1. CASE NUMBER ST CO BORROWER ID 18-078-343353574		LOAN NUMBER	FISCAL YEAR 2022
2. BORROWER NAME City of South Hutchinson		3. NUMBER NAME FIELDS (1, 2, or 3 from Item 2)	
		4. STATE NAME Kansas	
		5. COUNTY NAME Reno	
GENERAL BORROWER/LOAN INFORMATION			
6. RACE/ETHNIC CLASSIFICATION 1 - WHITE 2 - BLACK 3 - AI/AN 4 - HISPANIC 5 - A/PI	7. TYPE OF APPLICANT 1 - INDIVIDUAL 2 - PARTNERSHIP 3 - CORPORATION 4 - PUBLIC BODY 5 - ASSOC. OF FARMERS 6 - ORG. OF FARMERS 7 - NONPROFIT-SECULAR 8 - NONPROFIT-FAITH BASED 9 - INDIAN TRIBE 10-PUBLIC COLLEGE/UNIVERSITY 11-OTHER	8. COLLATERAL CODE 1-REAL ESTATE SECURED 2-REAL ESTATE AND CHATTEL 3 - NOTE ONLY OR CHATTEL ONLY 4 - MACHINERY ONLY 5 - LIVESTOCK ONLY 6 - CROPS ONLY 7 - SECURED BY BONDS 8 - RLF ACCT	9. EMPLOYEE RELATIONSHIP CODE 1 - EMPLOYEE 2 - MEMBER OF FAMILY 3 - CLOSE RELATIVE 4 - ASSOC.
10. SEX CODE 1 - MALE 2 - FEMALE 3 - FAMILY UNIT 4 - ORGAN. MALE OWNED 5 - ORGAN FEMALE OWNED 6 - PUBLIC BODY	11. MARITAL STATUS 1 - MARRIED 2 - SEPARATED 3 - UNMARRIED (INCLUDES WIDOWED/DIVORCED)	12. VETERAN CODE 1 - YES 2 - NO	13. CREDIT REPORT 1 - YES 2 - NO
14. DIRECT PAYMENT (See FMI)	15. TYPE OF PAYMENT 1 - MONTHLY 2 - ANNUALLY 3 - SEMI-ANNUALLY 4 - QUARTERLY	16. FEE INSPECTION 1 - YES 2 - NO	
17. COMMUNITY SIZE 1 - 10,000 OR LESS (FOR SFH AND HPG ONLY) 2 - OVER 10,000	18. USE OF FUNDS CODE (See FMI)		
COMPLETE FOR OBLIGATION OF FUNDS			
19. TYPE OF ASSISTANCE 850 (See FMI)	20. PURPOSE CODE 8	21. SOURCE OF FUNDS	22. TYPE OF ACTION 1 - OBLIGATION ONLY 2 - OBLIGATION/CHECK REQUEST 3 - CORRECTION OF OBLIGATION
23. TYPE OF SUBMISSION 1 - INITIAL 2 - SUBSEQUENT	24. AMOUNT OF LOAN	25. AMOUNT OF GRANT \$30,200.00	
26. AMOUNT OF IMMEDIATE ADVANCE	27. DATE OF APPROVAL MO DAY YR	28. INTEREST RATE 0 %	29. REPAYMENT TERMS
COMPLETE FOR COMMUNITY PROGRAM AND CERTAIN MULTIPLE-FAMILY HOUSING LOANS			
30. PROFIT TYPE 1 - FULL PROFIT 2 - LIMITED PROFIT 3 - NONPROFIT			
COMPLETE FOR EM LOANS ONLY		COMPLETE FOR CREDIT SALE-ASSUMPTION	
31. DISASTER DESIGNATION NUMBER (See FMI)	32. TYPE OF SALE 1 - CREDIT SALE ONLY 2 - ASSUMPTION ONLY 3 - CREDIT SALE WITH SUBSEQUENT LOAN 4 - ASSUMPTION WITH SUBSEQUENT LOAN		
FINANCE OFFICE USE ONLY		COMPLETE FOR FP LOANS ONLY	
33. OBLIGATION DATE MO DA YR	34. BEGINNING FARMER/RANCHER (See FMI)		

If the decision contained above in this form results in denial, reduction or cancellation of USDA assistance, you may appeal this decision and have a hearing or you may request a review in lieu of a hearing. Please use the form we have included for this purpose.

Position 2

ORIGINAL - Borrower's Case Folder

COPY 1 - Finance Office

COPY 2 - Applicant/Lender

COPY 3 - State Office

CERTIFICATION APPROVAL

For All Farmers Programs

EM, OL, FO, and SW Loans

This loan is approved subject to the availability of funds. If this loan does not close for any reason within 90 days from the date of approval on this document, the approval official will request updated eligibility information. The undersigned loan applicant agrees that the approval official will have 14 working days to review any updated information prior to submitting this document for obligation of funds. If there have been significant changes that may affect eligibility, a decision as to eligibility and feasibility will be made within 30 days from the time the applicant provides the necessary information.

If this is a loan approval for which a lien and/or title search is necessary, the undersigned applicant agrees that the 15-working-day loan closing requirement may be exceeded for the purposes of the applicant's legal representative completing title work and completing loan closing.

35. COMMENTS AND REQUIREMENTS OF CERTIFYING OFFICIAL

Subject to Letter of Conditions dated May 16, 2022. Grant funds to be used for eligible purposes.

36. I HEREBY CERTIFY that I am unable to obtain sufficient credit elsewhere to finance my actual needs at reasonable rates and terms, taking into consideration prevailing private and cooperative rates and terms in or near my community for loans for similar purposes and periods of time. I agree to use the sum specified herein, subject to and in accordance with regulations applicable to the type of assistance indicated above, and request payment of such sum. I agree to report to USDA any material adverse changes, financial or otherwise, that occur prior to loan closing. I certify that no part of the sum specified herein has been received. I have reviewed the loan approval requirements and comments associated with this loan request and agree to comply with these provisions.

(For FP loans at eligible terms only) If this loan is approved, I elect the interest rate to be charged on my loan to be the lower of the interest rate in effect at the time of loan approval or loan closing. If I check "NO", the interest rate charged on my loan will be the rate specified in Item 28 of this form. YES NO

WARNING: Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals or covers up by any trick, scheme, or device a material fact, or makes any false, fictitious or fraudulent statements or representations, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined under this title or imprisoned not more than five years, or both."

Date May 16, 20 22 Matt Nisly, Mayor (Signature of Applicant)

Date _____, 20 _____ (Signature of Co-Applicant)

37. I HEREBY CERTIFY that all of the committee and administrative determinations and certifications required by regulations prerequisite to providing assistance of the type indicated above have been made and that evidence thereof is in the docket, and that all requirements of pertinent regulations have been complied with. I hereby approve the above-described assistance in the amount set forth above, and by this document, subject to the availability of funds, the Government agrees to advance such amount to the applicant for the purpose of and subject to the availability prescribed by regulations applicable to this type of assistance.

(Signature of Approving Official)

Typed or Printed Name: DANIEL E. FISCHER

Date Approved: _____ Title: Community Programs Director

38. TO THE APPLICANT: As of this date _____, this is notice that your application for financial assistance from the USDA has been approved, as indicated above, subject to the availability of funds and other conditions required by the USDA. If you have any questions contact the appropriate USDA Servicing Office.

ATTACHMENT TO FORM RD 1940-1, "REQUEST FOR OBLIGATION OF FUNDS"

"The grantee understands the requirements for receipt of funds under the Community Facilities Grant Program. The grantee assures and certifies that it is in compliance with all applicable laws, regulations, Executive Orders, and other applicable requirements, including those set forth in Form RD 3570-3, 2 CFR 200 as adopted by USDA through 2 CFR part 400, as subsequently modified, and the letter of conditions. The following conditions may apply if CFG funds were used to purchase equipment or obtain or improve real property:

- (1) "The grantee understands that any property acquired or improved with Federal grant funds may have use and disposition conditions which apply to the property as provided by 2 CFR Part 200, in effect at this time and as may be subsequently modified."
- (2) "The grantee understands that any sale or transfer of property is subject to the interest of the United States Government in the market value in proportion to its participation in the project as provided by 2 CFR Part 200, in effect at this time and as may be subsequently modified."

Form RD 3570-3
(Rev. 07-20)

**UNITED STATES DEPARTMENT OF AGRICULTURE
RURAL DEVELOPMENT**

FORM APPROVED
OMB No. 0575-0173

COMMUNITY FACILITIES GRANT AGREEMENT

Grantee and Agency

This Grant Agreement (Agreement) dated 5-16-2022, is a contract for receipt of grant funds under the Community Facility Grant program (7 C.F.R. part 3570, subpart B). These requirements do not supersede the applicable requirements for receipt of Federal funds stated in 2 C.F.R. Part 200, “UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS”, which are incorporated by reference into this Agreement. Further, 7 C.F.R. part 3570, subpart B, and all relevant regulatory requirements apply to applicants and are also incorporated by reference into this Agreement.

This Agreement for the Project and Amount described below (the “Project Description”) and for the Community Facilities grant, CFDA Number 10.766, is between the Grantee, a public body, nonprofit corporation or Indian tribe (you), and the United States of America acting through the Rural Housing Service (RHS or Agency).

I. GENERAL AWARD INFORMATION

1. Grantee Name & Address South Hutchinson City of	2. DUNS No. 010335458	3. SAM No. 65QH0
2 South Main Street South Hutchinson, KS 67	4. Case No. 18-078-*****5147	
5. Federal Award Identification Number (FAIN)	6. Award Date	
7. Performance Start Date	8. Performance End Date	
9. Amount of Federal Funds Obligated for this Action, and Total Amount of Federal Funds Obligated 30,200.00	10. Amount of Matching/Other Funds (if applicable) 0.00	
11. Total Project Cost (Budget Approved Amount) 55,000.00	12. Award as Percentage of Total Project Cost 0 %	
13. Grantee Contact (Name, Title, Contact Info) Denise McCue, City Clerk	14. Agency Contact (Name, Title, Contact Info) Loretta M. Zordel, Loan Specialist	
15. Description of Real Property covered by the grant N/A	16. Description of Equipment covered by the grant Police vehicle	

According to the Paperwork Reduction Act of 1995, 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 OMB control number. The valid OMB control number for this information collection is [0570-0050]. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The Agency has agreed to give the Grantee the Grant Funds, subject to the terms and conditions established by the Agency. Provided, however, that any Grant Funds actually advanced and not needed for grant purposes shall be returned immediately to the Agency. The Agency may terminate the grant in whole, or in part, at any time before the date of completion, whenever it is determined that the Grantee has failed to comply with the conditions of this Agreement or the applicable regulation.

II. RESPONSIBILITIES

A. Grantee. The Grantee shall cause said project to be completed within the total sums available to it, including Grant Funds, in accordance with any architectural or engineering reports, and any necessary modifications, prepared by Grantee and approved by the Agency as required by 7 C.F.R. part 3570. The Grantee will remain in compliance with all applicable laws, regulations, Executive Orders, and other generally applicable requirements for the duration of the Agreement including 7 C.F.R. part 3570, subpart B and 2 C.F.R. parts 200, 400, 415, 416, 417, 418, 421, and 422. The most commonly-referenced provisions are identified below.

1. **Financial and Program Management.** You must follow the financial and performance management requirements in 2 C.F.R. § 200.300-.309.
 - a. **Financial Management.** You must maintain a financial management system in compliance with 2 C.F.R. § 200.302.
 - b. **Internal Controls.** You must maintain internal controls in compliance with 2 C.F.R. § 200.303.
 - c. **Payments.** You must comply with the payment requirements described in 2 C.F.R. § 200.305. Payment must be requested by using the SF-270, "Request for Advance or Reimbursement" or SF-271, "Request for Reimbursement for Construction Programs" (as applicable). Receipts, hourly wage rate, personnel payroll records, or other documentation must be provided upon request from RHS if the request is for an advance; otherwise, the documentation must be provided at the time of the request. Requests for payment must be sent to the Agency contact listed in Section I.14.
 - d. **Revisions of the Work Plan and Budget.** You must complete all elements of the Work Plan in Attachment A in accordance with that Attachment and must use project funds only for the purposes and activities specified in Attachment A - Approved Work Plan and Budget. You must further complete the outcomes shown for each Work Plan items within the time and scope constraints shown in Attachment A. You must report any changes and request prior approvals in accordance with 2 C.F.R. § 200.308.
 - e. **Period of Performance.** You may only incur costs chargeable to the award in accordance with 2 C.F.R. § 200.309.
 - f. **Bonding.** You must maintain your fidelity bond coverage in the amount of \$ 0.00 for the Period of Performance of the award. (See 2 C.F.R. § 200.304)

- g. **Program Income.** You must comply with the requirements of 2 C.F.R. § 200.307. Additionally, if program income is earned during the period of performance, you may use it in accordance with 2 C.F.R. § 200.307(e)(2), provided that you inform us in writing of your intent prior to the award date. However, if you earn program income in excess of what can be used under 2 C.F.R. § 200.307(e)(2) or if you earn unanticipated program income, you must comply with 2 C.F.R. § 200.307(e)(1). Costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the award.
2. **Procurement and Property Standards.** You must follow the procurement standards requirements in 2 C.F.R. § 200.310-.326.
3. **Performance and Financial Monitoring and Reporting.** You must follow the requirements in 2 C.F.R. Part 170, including Appendix A, and 2 C.F.R. § 200.327-.329, and submit reports as outlined below. Unless otherwise directed in the addendum to this Agreement, the reports are due as indicated below.
- a. **Form SF-425, “Financial Status Report.”** Reports are due 30 calendar days after the reporting period ends. A final report is due within 90 days after the Performance End Date specified in Section I.8. of this Agreement or at the completion of your project, whichever date is sooner. Your reporting periods are below (mark one):

Semi-Annually: January 1 – June 30 and July 1 – December 31

Semi-Annually: April 1 – September 30 and October 1 – March 31

Quarterly: January 1 – March 31, April 1 – June 30, July 1 – September 30, October 1 – December 31

- b. **Performance Reports.** SF-PPR, “Performance Progress Report” is due 30 calendar days after the reporting period ends. A final report is due within 90 days after the Performance End Date specified in Section I.8. of this Agreement or at the completion of your project, whichever date is sooner. Your reporting periods are below (mark one):

Semi-Annually: January 1 – June 30 and July 1 – December 31

Semi-Annually: April 1 – September 30 and October 1 – March 31

Quarterly: January 1 – March 31, April 1 – June 30, July 1 – September 30, October 1 – December 31

The performance narrative on the Performance Project Report shall include, but is not limited to, the following:

- i. Describe the activities that the funds reflected in the financial status report were used for;

- ii. A comparison of actual accomplishments to the objectives established for that period;
- iii. Reasons why established objectives were not met, if applicable;
- iv. Problems, delays, or adverse conditions which will affect attainment of overall project objectives, prevent meeting time schedules or objectives, or preclude the attainment of project work elements during established time periods. This disclosure shall be accompanied by a statement of the action taken or planned to resolve the situation;
- v. Objectives and timetables established for the next reporting period;

The final report (due 90 calendar days after the period of performance end date) will also address the following:

- i. What have been the most challenging or unexpected aspects of this program?
 - ii. What advice, best practices, and actions would you recommend to other organizations planning a similar program that would increase the success of their program? Please include strengths and limitations of the program. If you had the opportunity, what would you have done differently?
4. **Operations.** The Grantee will manage, operate and maintain the facility, including this project if less than the whole of said facility, continuously in an efficient and economical manner in accordance with 7 C.F.R. § 3570.61(e).
5. **Funding.** The Grantee will not use grant funds to replace any financial support previously provided or assured from any other source. The Grantee agrees that the Grantee's level of expenditure for the Project shall be maintained and not reduced as a result of Grant Funds in accordance with 7 C.F.R. § 3570.66.
6. **Default.** Upon any default under its representations or agreements contained in this instrument, 2 C.F.R. Part 200, or 7 C.F.R. Part 3570, Grantee, at the option and demand of the Agency, will immediately repay to the Agency the Grant Funds with any legally permitted interest from the date of the default. Default by the Grantee will constitute termination of the grant thereby causing cancellation of Federal assistance under the grant. The provisions of this Agreement may be enforced by the Agency, at its option and without regard to prior waivers of previous defaults by Grantee, by judicial proceedings to require specific performance of the terms of this Agreement or by such other proceedings in law or equity, in either Federal or State courts, as may be deemed necessary by the Agency to assure compliance with the provisions of this Agreement and the laws and regulations under which this grant is made.

7. **Real Property.** Use the real property including land, improvements, structures, and appurtenances thereto, for authorized purposes of the grant as long as needed and in accordance with 2 C.F.R. § 200.311; 2 C.F.R. § 200.312; 7 C.F.R. § 15.4(a)(2) and 7 C.F.R. § 3570.92. In accordance with Title VI of the Civil Rights Act of 1964, deeds for real property must comply with the requirements for the Reverter and Habendum clauses.
- a. Title to real property shall vest in the Grantee subject to the condition that the Grantee shall use the real property for the authorized purpose of the original grant as long as needed.
 - b. The Grantee shall obtain the Agency's approval to use the real property in other projects when the Grantee determines that the property is no longer needed for the original grant purposes. Use in other projects shall be limited to those under other Federal grant programs or programs that have purposes consistent with those authorized for support by the Agency.
 - c. When the real property is no longer needed, as provided in paragraphs (a) and (b) above, the Grantee shall request disposition instructions from the Agency. The Agency will observe the following rules in the disposition instructions:
 - i. The Grantee may be permitted to retain title after it compensates the Federal government in an amount computed by applying the Federal percentage of participation in the cost of the original Project to the fair market value of the property;
 - ii. The Grantee may be directed to sell the property under guidelines provided by the Agency and pay the Federal government an amount computed by applying the Federal percentage of participation in the cost of the original Project to the proceeds from sale (after deducting actual and reasonable selling and fix-up expenses, if any, from the sales proceeds). When the Grantee is authorized or required to sell the property, proper sales procedures shall be established that provide for competition to the extent practical and result in the highest possible return;
 - iii. The Grantee may be directed to transfer title to the property to the Federal government provided that in such cases the Grantee shall be entitled to compensation computed by applying the Grantee's percentage of participation in the cost of the program or Project to the current fair market value of the property;

Equipment. Abide by the following conditions pertaining to equipment which is furnished by the Agency or acquired wholly or in part with Grant Funds. Equipment is defined at 2 C.F.R. § 200.33 and is tangible, non-expendable personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.

- d. **Use of equipment.** The Grantee shall use the equipment in the Project for which it was acquired as long as needed. When no longer needed for the original project, the Grantee shall use the equipment in connection with its other federally sponsored activities, if any, in the following order of priority:
- i. Activities sponsored by the Agency.
 - ii. Activities sponsored by other Federal agencies.
- b. **Use of equipment.** During the time that equipment is held for use on the project for which it was acquired, the Grantee shall make it available for use on other projects if such other use will not interfere with the work on the project for which the property was originally acquired. First preference for such other use shall be given to the Agency sponsored projects. Second preference will be given to other federally sponsored projects.
- c. **Disposition of equipment.** When the Grantee no longer needs the property as provided in paragraph 1 (a) and (b) above, the equipment may be sold or used for other activities in accordance with 2 C.F.R. § 200.313 and 7 C.F.R. §15.4(a)(3) :
- i. Equipment with a current fair market value of less than \$5,000. The Grantee may use the property for other activities without reimbursement to the Federal government or sell the property and retain the proceeds.
 - ii. Equipment with a current fair market value of \$5,000 or more. The Grantee may retain the property for other uses provided that compensation is made to the Agency. The amount of compensation shall be computed by applying the percentage of Federal participation in the cost of the original Project to the current fair market value of the property. If the Grantee has no need for the equipment and the equipment has further use value, the Grantee shall request disposition instructions from the Agency.
 - iii. The Agency shall determine whether the equipment can be used to meet RHS or its successor agency's requirements. If no such requirements exist, the availability of the property shall be reported, in accordance with the guidelines of the Federal Property Management Regulations (FPMR), to the General Services Administration by the Agency to determine whether a requirement for the equipment exists in other Federal agencies. They shall issue instructions to the Grantee no later than 120 days after the Grantee's request and the following procedures shall govern:

- If so instructed or if disposition instructions are not issued within 120 calendar days after the Grantee's request, the Grantee shall sell the equipment and reimburse the Agency an amount computed by applying to the sales proceeds the percentage of Federal participation in the cost of the original project or program. However, the Grantee shall be permitted to deduct and retain from the Federal share 10 percent of the proceeds or \$500, whichever is less, for the Grantee's selling and handling expenses.
 - If the Grantee is instructed to ship the property elsewhere, the Grantee shall be reimbursed by the benefiting Federal agency with an amount which is computed by applying the percentage of the Grantee participation in the cost of the original grant Project or program to the current fair market value of the equipment plus any reasonable shipping or interim storage costs incurred.
 - If the Grantee is instructed to otherwise dispose of the equipment, the Grantee shall be reimbursed by the Agency for such costs incurred in its disposition.
- d.** The Grantee's property management standards for equipment shall be in accordance with 2 CFR § 200.313 and shall include:
- i. Property records which accurately provide for: a description of the equipment; manufacturer's serial number or other identification number; acquisition date and cost; source of the equipment; percentage (at the end of budget year) of Federal participation in the cost of the Project for which the equipment was acquired; location, use, and condition of the equipment and the date the information was reported; and ultimate disposition data including sales price, or the method used to determine current fair market value if the Grantee reimburses the Agency for its share.
 - ii. A physical inventory of equipment shall be taken, and the results reconciled with the equipment records at least once every two years to verify the existence, current utilization, and continued need for the equipment.
 - iii. A control system shall be in effect to ensure adequate safeguards to prevent loss, damage, or theft of the equipment. Any loss, damage, or theft of equipment shall be investigated and fully documented.
 - iv. Adequate maintenance procedures shall be implemented to keep the equipment in good condition.
 - v. Proper sales procedures shall be established for unneeded equipment which would provide for competition to the extent practicable and result in the highest possible return;

9. **Earned Interest.** Grantee agree to account for and to return to Agency interest earned on grant funds pending their disbursement for program purposes when the Grantee is a unit of local government. States and agencies or an instrumentality of a State shall not be held accountable for interest earned on Grant Funds pending their disbursement.
10. **Record Retention and Access.** You must retain records related to this work performed under this Agreement and allow access to them in accordance with 2 C.F.R. § 200.333-.337.
11. **Closeout.** You must comply with the closeout requirements in 2 C.F.R. § 200.343.
12. **Post-Closeout Adjustments and Continuing Responsibilities.** You must continue to comply with the requirements in 2 C.F.R. § 200.344 even after the Period of Performance for this Agreement has ended.
13. **Cost Principles.** You must comply with the provisions in 2 C.F.R. Part 200, Subpart E.
14. **Audits.** You must comply with the provisions in 2 C.F.R. Part 200, Subpart F.
15. **Civil Rights Compliance.** Unless otherwise provided in the addendum, you must comply with Executive Order 12898, Executive Order 13166- Limited English Proficient, the Americans with Disabilities Act of 1990, Title VI of the Civil Rights Act of 1964, and Section 504 of the Rehabilitation Act of 1973 as applicable. You must make the public facility or services available to all persons in the Grantee's service area without discrimination as to race, color, religion, sex, national origin, age, marital status or physical or mental disability at reasonable rates, including assessments, taxes, or fees. You may make modifications as long as they are reasonable and nondiscriminatory. Your compliance shall include collection and maintenance of data on race, sex, and national origin of your membership, ownership, and employees. This data must be available to us for Civil Rights Compliance Reviews. You must submit to a post-award compliance review conducted after the final disbursement of grant funds has occurred.
16. **Execute Agreements.** The Grantee will execute any agreements required by the Agency which the Grantee is legally authorized to execute. If any such agreement has been executed by the Grantee as a result of a loan being made to the Grantee by the Agency contemporaneously with the making of this grant, that agreement applies equally to the grant and another identical agreement need not be executed in connection with this grant.

17. **Universal Identifier and Central Contractor Registration.** The Grantee must have a Dun & Bradstreet Universal Numbering System (DUNS) number in order to apply for, receive, and report on a Federal award. Additionally, the Grantee must comply with the additional requirements set forth in Attachment C regarding the DUNS Requirements and the Central Contractor Registry (CCR) Requirements found at 2 CFR Part 25, including Appendix A. For the purposes of this Agreement, “you” in Attachment B shall mean “Grantee” as defined hereunder;
18. **Federal Funding Accountability and Transparency Act.** The Grantee is responsible for complying with all requirements of the Federal award. For all Federal awards, this includes the provisions of the Federal Funding Accountability and Transparency Act (FFATA), which includes requirements on executive compensation, and also requirements implementing the Act for the Grantee at 2 CFR Part 25 Financial Assistance Use of Universal Identifier and Central Contractor Registration and 2 CFR Part 170 Reporting Subaward and Executive Compensation Information. See also statutory requirements for whistleblower protections at 10 U.S.C. 2409, 41 U.S.C. 4712, 10 U.S.C. 2324, 41 U.S.C. 4304 and 4310. See also 2 C.F.R. § 200.11-200.113.
19. Not encumber, transfer or dispose of the property or any part thereof, furnished by the Agency or acquired wholly or in part with Agency funds without the written consent of the Agency except as provided in paragraph 8 (c).
20. Not duplicate other Project purposes for which monies have been received, are committed, or are applied to from other sources (public or private).
- B. Rural Housing Service (RHS).** RHS has agreed to give the Grantee the grant funds, subject to the terms and conditions established by RHS. Provided, however, that any grant funds actually advance and not needed for grant purposes shall be returned immediately to RHS. RHS may terminate the grant in whole, or in part, at any time before the date of completion, whenever it is determined that the Grantee has failed to comply with the conditions of this Agreement or the applicable regulation. RHS shall remain in compliance with all applicable laws, regulations, Executive Orders, and other generally applicable requirements for the duration of the Agreement. The most commonly-referenced provisions are identified below.
1. **Payments.** We will advance or reimburse funds up to the Award Amount identified in Section I.9 upon the Grantee’s proper request according to Section II.A.1.c.
 2. **Monitoring and Enforcement.** We will monitor the project to ensure that you are in compliance with the terms of the award. If we find that you are not in

compliance, we will enforce the terms of this Agreement using the provisions of 2 C.F.R. § 200.338-.342.

- a. Will assist Grantee, within available appropriations, with such technical assistance as Agency deems appropriate in planning the Project and coordinating the plan with local official comprehensive plans for essential community facilities and with any State or area plans for the area in which the project is located.
 - b. At its sole discretion and at any time may give any consent, deferment, subordination, release, satisfaction, or termination of any or all of Grantee's grant obligations, with or without valuable consideration, upon such terms and conditions as Agency may determine to be (1) advisable to further the purpose of the grant or to protect Agency's financial interest therein and (2) consistent with both the statutory purposes of the grant and the limitations of the statutory authority under which it is made.
3. **Termination of This Agreement.** This Agreement may be terminated for cause in the event of default on the part of the Grantee or for convenience of the Agency and Grantee prior to the date of completion of the grant purpose. Termination for convenience will occur when both the Grantee and Agency agree that the continuation of the Project will not produce beneficial results commensurate with the further expenditure of funds. In all cases termination and notification will be in accordance with 2 C.F.R. § 200.339 and 200.340.

C. Both Parties. The Grantee and RHS agree to the following:

1. **Invalid Clauses.** The invalidity of any one or more phrases, clauses, sentences, paragraphs, or provisions of this Agreement shall not affect the remaining portions of the Agreement.
2. **Conflict between this Agreement and Other Applicable Regulations or Laws.** If there is a conflict between this Agreement and the applicable Program Regulation, the applicable Program Regulation shall prevail. If there is a conflict between this Agreement and another law or regulation, RHS shall seek a legal opinion to determine which provision applies.
3. **Dates.** When the date fixed for the performance of an act under this Agreement is on a weekend or Federal holiday, then the performance by the close of business on the next Federal work day shall have the same force and effect as if made performed or exercised on the specified date.

The signatories below certify that they have authority to enter into this Agreement.

Approved by an Authorized Representative of the Grantee:

Name (Please
Print) Matt Nisly

Mayor
Title (Please Print)

Signature

5/16/2022

Date

Approved by the United States of America, Rural Housing Service by:

Name (Please Print)
Loretta M. Zordel

Loan Specialist

Title (Please Print)

Signature

5/16/2022

Date

Attachment A

Approved Work Plan and Budget

(The work plan must have time, scope, and outcome entries for each task.)

ATTACHMENT B**I. Reporting Subawards and Executive Compensation.****A. Reporting of first-tier subawards.**

1. *Applicability.* Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).
2. *Where and when to report.*
 - a. You must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.
 - b. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
3. *What to report.* You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

B. Reporting Total Compensation of Recipient Executives.

1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if:
 - a. the total Federal funding authorized to date under this award is \$25,000 or more;
 - b. in the preceding fiscal year, you received
 - i. 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards);
 - c. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.html>)
2. *Where and when to report.* You must report executive total compensation described in paragraph b.1. of this award term:
 - a. As part of your registration profile at <http://www.ccr.gov>.
 - b. By the end of the month following the month in which this award is made, and annually thereafter.

C. Reporting of Total Compensation of Subrecipient Executives.

1. *Applicability and what to report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if
 - a. in the subrecipient's preceding fiscal year, the subrecipient received—
 - i. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. § 170.320 (and subawards); and
 - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
 - b. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
2. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:
 - a. To the recipient.
 - b. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

D. Exemptions. If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

1. Subawards, and
2. The total compensation of the five most highly compensated executives of any subrecipient.

E. Definitions. For purposes of this award term:

1. *Entity* means all of the following, as defined in 2 CFR part 25:
 - a. A Governmental organization, which is a State, local government, or Indian tribe;
 - b. A foreign public entity;
 - c. A domestic or foreign nonprofit organization;
 - d. A domestic or foreign for-profit organization;
 - e. A Federal agency, but only as a subrecipient under an award or subaward to a
 - f. non-Federal entity.
2. *Executive* means officers, managing partners, or any other employees in management positions.
3. *Subaward*:
 - a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - b. The term does not include your procurement of property and services needed to carry out the project or program.

ATTACHMENT C**I. System for Award Management and Universal Identifier Requirements**

- A. Requirement for Registration with the General Services Administration's System for Award Management. Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the CCR until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.
- B. Requirement for Data Universal Numbering System (DUNS) Numbers.
The Grantee must have a Dun & Bradstreet Universal Numbering System (DUNS) number in order to apply for, receive, and report on a Federal award.
- C. Definitions. For purposes of this award term:
1. System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at <http://www.sam.gov>).
 2. Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).
 3. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
 - a. A Governmental organization, which is a State, local government, or Indian Tribe;
 - b. A foreign public entity;
 - c. A domestic or foreign nonprofit organization;
 - d. A domestic or foreign for-profit organization; and
 - e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
 4. Subaward:
 - a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - b. The term does not include your procurement of property and services needed to carry out the project or program.
 - c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

Pointers for Completing SF 3881 Form

To answer some of questions that vendors and agencies have raised when completing the vendor enrollment form and prevent some of the mistakes that have occurred, the FMS is presenting these additional pointers.

1. The Federal agency initiates the SF 3881 form to enroll its vendors to receive payment by electronic funds transfer.
2. A vendor must complete a separate enrollment form (SF 3881) for each agency with which it does business.
3. In the Agency Information Section, the term “AGENCY IDENTIFIER” means the acronym by which the agency is known. For example, the “AGENCY IDENTIFIER” for the Financial Management Service is FMS.
4. In the Payee/Company Information Section, it should be noted that the “TAXPAYER ID NO.” may be used by the Government to collect and report on any delinquent amounts arising out of the offerer’s relationship with the Government (31 U.S.C. 7701 (c) (3)).
5. The financial institution and the vendor should each keep a copy of the completed form.
6. The vendor should return the completed SF 3881 to the agency that initiated the form.

ACH VENDOR/MISCELLANEOUS PAYMENT ENROLLMENT FORM

Exhibit H - 2
OMB No. 1510-0056
Expiration Date 07/31/09

This form is used for Automated Clearing House (ACH) payments with an addendum record that contains payment-related information processed through the Vendor Express Program. Recipients of these payments should bring this information to the attention of their financial institution when presenting this form for completion.

PRIVACY ACT STATEMENT

The following information is provided to comply with the Privacy Act of 1974 (P.L. 93-579). All information collected on this form is required under the provisions of 31 U.S.C. 3322 and 31 CFR 210. This information will be used by the Treasury Department to transmit payment data, by electronic means to vendor's financial institution. Failure to provide the requested information may delay or prevent the receipt of payments through the Automated Clearing House Payment System.

AGENCY INFORMATION

FEDERAL PROGRAM AGENCY USDA - Rural Development		
AGENCY IDENTIFIER: USDA	AGENCY LOCATION CODE (ALC):	ACH FORMAT: <input type="checkbox"/> CCD+ <input type="checkbox"/> CTX
ADDRESS: 2715 Canterbury Drive		
Hays, KS 67601		
CONTACT PERSON NAME: Loretta Zordel		TELEPHONE NUMBER: (785) 624-3241
ADDITIONAL INFORMATION:		

PAYEE/COMPANY INFORMATION

NAME: City of South Hutchinson	SSN NO. OR TAXPAYER ID NO. *****5147
ADDRESS: 2 South Main Street	
South Hutchinson, KS 67505	
CONTACT PERSON NAME: Denise McCue, City Clerk	TELEPHONE NUMBER: 620) 663-7104

FINANCIAL INSTITUTION INFORMATION

NAME:	
ADDRESS:	
ACH COORDINATOR NAME:	TELEPHONE NUMBER: ()
NINE-DIGIT ROUTING TRANSIT NUMBER: _____	
DEPOSITOR ACCOUNT TITLE:	
DEPOSITOR ACCOUNT NUMBER:	LOCKBOX NUMBER:
TYPE OF ACCOUNT: <input type="checkbox"/> CHECKING <input type="checkbox"/> SAVINGS <input type="checkbox"/> LOCKBOX	
SIGNATURE AND TITLE OF AUTHORIZED OFFICIAL: (Could be the same as ACH Coordinator)	TELEPHONE NUMBER: ()

Instructions for Completing SF 3881 Form

1. Agency information Section - Federal agency prints or types the name and address of the Federal program agency originating the vendor/miscellaneous payment, agency identifier, agency location code, contact person name and telephone number of the agency. Also, the appropriate box for ACH format is checked.
2. Payee/Company Information Section - Payee prints or types the name of the payee/company and address that will receive ACH vendor/miscellaneous payments, social security or taxpayer ID number, and contact person name and telephone number of the payee/company. Payee also verifies depositor account number, account title, and type of account entered by your financial institution in the Financial Institution Information Section.
3. Financial Institution Information Section - Financial institution prints or types the name and address of the payee/company's financial institution who will receive the ACH payment, ACH coordinator name and telephone number, nine-digit routing transit number, depositor (payee/company) account title and account number. Also, the box for type of account is checked, and the signature, title, and telephone number of the appropriate financial institution official are included.

Burden Estimate Statement

The estimated average burden associated with this collection of information is 15 minutes per respondent or recordkeeper, depending on individual circumstances. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Financial Management Service, Facilities Management Division, Property and Supply Branch, Room B-101, 3700 East-West Highway, Hyattsville, MD 20782 and the Office of Management and Budget, Paperwork Reduction Project (1510-0056), Washington, DC 20503.

Application for Federal Assistance SF-424		
* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application	* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	* If Revision, select appropriate letter(s): <input type="text"/> • Other (Specify) <input type="text"/>
* 3. Date Received: <input type="text" value="Completed by Grants.gov upon submission."/>	4. Applicant Identifier: <input type="text"/>	
5a. Federal Entity Identifier: <input type="text"/>	* 5b. Federal Award Identifier: <input type="text"/>	
State Use Only:		
6. Date Received by State: <input type="text"/>	7. State Application Identifier: <input type="text"/>	
8. APPLICANT INFORMATION:		
* a. Legal Name: <input type="text" value="City of South Hutchinson"/>		
* b. Employer/Taxpayer Identification Number (EIN/TIN): <input type="text" value="*****5147"/>	* c. Organizational DUNS: <input type="text" value="010335458"/>	
d. Address:		
* Street 1: <input type="text" value="2 South Main Street"/>	Street 2: <input type="text"/>	
* City: <input type="text" value="South Hutchinson"/>	County/Parish: <input type="text" value="Reno"/>	
* State: <input type="text" value="Kansas"/>	Province: <input type="text"/>	
* Country: <input type="text" value="USA: UNITED STATES"/>		
* Zip / Postal Code: <input type="text" value="67505"/>		
e. Organizational Unit:		
Department Name: <input type="text"/>	Division Name: <input type="text"/>	
f. Name and contact information of person to be contacted on matters involving this application:		
Prefix: <input type="text"/>	* First Name: <input type="text" value="Joseph"/>	
Middle Name: <input type="text"/>		
* Last Name: <input type="text" value="Turner"/>		
Suffix: <input type="text"/>		
Title: <input type="text" value="City Administrator"/>		
Organizational Affiliation: <input type="text"/>		
* Telephone Number: <input type="text" value="(620) 663-7104"/>	Fax Number: <input type="text"/>	
* Email: <input type="text" value="joseph@southhutch.com"/>		

Application for Federal Assistance SF-424		
9. Type of Applicant 1 - Select Applicant Type:		
<input type="text" value="Municipal"/>		
Type of Applicant 2- Select Applicant Type:		
<input type="text"/>		
Type of Applicant 3- Select Applicant Type:		
<input type="text"/>		
* Other (specify):		
<input type="text"/>		
* 10. Name of Federal Agency:		
<input type="text"/>		
11. Catalog of Federal Domestic Assistance Number:		
<input type="text" value="10.766"/>		
CFDA Title:		
<input type="text"/>		
* 12. Funding Opportunity Number:		
<input type="text"/>		
* Title:		
<input type="text"/>		
13. Competition Identification Number:		
<input type="text"/>		
Title:		
<input type="text"/>		
14. Areas Affected by Project (Cities, Counties, States, etc.):		
<input type="text" value="City of South Hutchinson"/>	<input type="button" value="Add Attachments"/>	<input type="button" value="Delete Attachments"/>
	<input type="button" value="View Attachments"/>	
* 15. Descriptive Title of Applicant's Project:		
<input type="text" value="Police vehicle"/>		
Attach supporting documents as specified in agency instructions.		
<input type="button" value="Add Attachments"/>	<input type="button" value="Delete Attachments"/>	<input type="button" value="View Attachments"/>

Application for Federal Assistance SF-424	
16. Congressional Districts Of:	
* a. Applicant <input type="text" value="KS-01 ;"/>	* b. Program/Project <input type="text" value="KS-01 ;"/>
Attach an additional list of Program/Project Congressional Districts if needed.	
<input type="text"/>	<input type="button" value="Add Attachments"/> <input type="button" value="Delete Attachments"/> <input type="button" value="View Attachments"/>
17. Proposed Project:	
* a. Start Date: <input type="text"/>	* b. End Date: <input type="text"/>
18. Estimated Funding (\$):	
* a. Federal	<input type="text" value="\$30,200.00"/>
* b. Applicant	<input type="text" value="\$24,800.00"/>
* c. State	<input type="text"/>
* d. Local	<input type="text"/>
* e. Other	<input type="text"/>
* f. Program Income	<input type="text"/>
* g. TOTAL	<input type="text" value="\$55,000.00"/>
* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?	
<input type="checkbox"/> a. This application was made available to the State under the Executive Order 12372 Process for review on <input type="text"/> .	
<input checked="" type="checkbox"/> b. Program is subject to E.O. 12372 but has not been selected by the State for review.	
<input type="checkbox"/> c. Program is not covered by E.O. 12372.	
* 20. Is the Applicant Delinquent On Any Federal Debt? (if "Yes", provide explanation.)	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If "Yes, provide explanation and attach.	
<input type="text"/>	<input type="button" value="Add Attachments"/> <input type="button" value="Delete Attachments"/> <input type="button" value="View Attachments"/>
21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)	
<input checked="" type="checkbox"/> ** I AGREE	
** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.	
Authorized Representative:	
Prefix: <input type="text"/>	* First Name: <input type="text" value="Matt"/>
Middle Name: <input type="text"/>	
* Last Name: <input type="text" value="Nisly"/>	
Suffix: <input type="text"/>	
* Title: <input type="text" value="Mayor"/>	
*Telephone Number: <input type="text" value="(620) 663-7104"/>	Fax Number: <input type="text"/>
* Email: <input type="text"/>	
* Signature of Authorized Representative: <input type="text" value="Completed by Grants.gov upon submission."/>	* Date Signed: <input type="text" value="Completed by Grants.gov upon submission."/>

Monthly Water Rights Perfection Report

2022 Water Usage (gal.)				
	Well #3	Well #4	Well #5	Total
January	3,901,600	10,857,400	5,757,600	20,516,600
February	274,300	12,465,100	6,934,000	19,673,400
March	60,500	13,965,900	7,496,700	21,523,100
April	38,500	14,306,200	9,280,400	23,625,100
May	0	0	0	0
June	0	0	0	0
July	0	0	0	0
August	0	0	0	0
September	0	0	0	0
October	0	0	0	0
November	0	0	0	0
December	0	0	0	0
	4,274,900	51,594,600	29,468,700	85,338,200
Auth. Qty.	139,610,000	144,310,000	148,110,000	349,433,000
Amt. to Perfect	n/a	92,715,400	118,641,300	n/a

CITY SALES TAX													
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
2012	15,808.41	14,414.34	14,922.46	16,171.83	20,375.01	15,805.43	14,969.56	16,830.66	15,709.17	19,003.21	18,291.50	12,043.29	194,344.87
2013	20,485.16	16,624.15	19,333.73	21,919.03	17,038.08	20,504.42	17,816.75	18,138.29	19,307.16	17,909.40	18,411.01	17,966.57	225,453.75
2014	18,436.62	14,952.95	15,511.23	16,746.43	17,600.00	16,424.35	17,315.56	18,301.92	16,139.81	17,731.67	17,571.41	17,900.21	204,632.16
2015	19,483.21	16,498.15	17,034.04	13,022.30	19,018.23	15,313.06	18,493.57	14,932.47	17,002.07	17,494.52	19,014.53	15,406.79	202,712.94
2016	9,834.83	15,994.87	15,442.34	14,880.06	18,854.01	15,910.67	21,406.51	16,148.75	17,416.92	20,494.74	25,132.05	17,146.91	208,662.66
2017	16,145.57	16,987.60	18,262.12	16,873.87	18,279.71	22,832.76	16,972.56	20,072.61	17,717.09	18,810.89	22,009.36	15,479.48	220,443.62
2018	17,126.80	16,721.92	16,974.30	15,360.20	17,809.87	16,801.84	19,119.45	19,954.16	19,321.10	21,131.72	17,555.00	13,065.07	210,941.43
2019	21,386.54	18,030.74	16,969.14	16,162.34	20,093.09	17,501.23	17,980.89	16,207.60	22,634.98	17,593.51	21,227.64	20,458.10	226,245.80
2020	20,099.08	20,513.44	19,147.44	17,604.04	24,066.23	24,650.88	21,161.63	26,713.04	21,828.47	24,534.88	22,107.44	22,486.04	264,912.61
2021	23,018.32	27,016.24	24,670.73	21,656.91	27,005.88	29,136.54	26,206.27	22,316.73	26,762.28	24,516.00	22,633.47	30,038.70	304,978.07
2022	25,618.40	24,785.31	29,597.25	28,029.09									108,030.05
	2,600.08 11.30%	(2,230.93) -8.26%	4,926.52 19.97%	6,372.18 29.42%									

CITY SPECIAL SALES TAX (403 - Street/Economic Development)

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
2012	7,904.21	7,207.17	7,461.23	8,085.92	10,187.50	7,902.72	7,484.78	8,415.33	7,854.58	9,501.60	9,145.75	6,021.65	97,172.44
2013	10,242.58	8,312.07	9,666.87	10,959.51	8,519.04	10,252.21	8,908.37	9,069.15	9,653.58	8,954.70	9,205.51	8,983.28	112,726.87
2014	9,218.31	7,476.48	7,755.62	8,373.21	8,800.00	8,212.18	8,657.78	9,150.96	8,069.91	8,865.83	8,785.70	8,950.10	102,316.08
2015	9,741.60	8,249.07	8,517.02	6,511.15	9,509.11	7,656.53	9,246.79	7,466.23	8,501.03	8,747.24	9,507.27	7,703.40	101,356.44
2016	4,917.41	7,997.43	7,721.17	7,440.03	9,427.01	7,955.34	10,703.26	8,074.37	8,708.46	10,247.37	12,566.02	8,573.45	104,331.32
2017	8,072.79	8,493.80	9,131.07	8,436.94	9,139.85	11,416.39	8,486.29	10,036.31	8,858.55	9,405.45	11,004.68	7,739.74	110,221.86
2018	8,563.40	8,360.97	8,487.15	7,680.11	8,904.94	8,400.93	9,559.72	9,977.08	9,660.55	10,565.86	8,777.50	6,532.54	105,470.75
2019	10,693.28	9,015.38	8,484.58	8,081.18	10,046.55	8,750.62	8,990.45	8,103.81	11,317.50	8,796.76	10,613.83	10,229.05	113,122.99
2020	10,049.54	10,256.73	9,573.73	8,802.03	12,033.12	12,325.44	10,580.82	13,356.53	10,914.24	12,267.45	11,053.71	11,243.02	132,456.36
2021	11,509.16	13,508.11	12,335.36	10,828.45	13,502.93	14,568.26	13,103.13	11,158.36	13,381.14	12,258.00	11,316.73	15,019.35	152,488.98
2022	12,809.19	12,392.65	14,798.62	14,014.54									54,015.00
	1,300.03 11.30%	(1,115.46) -8.26%	2,463.26 19.97%	3,186.09 29.42%									

COUNTY SALES TAX DISTRIBUTION

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
2012	27,722.49	32,018.29	25,457.65	25,016.95	30,239.00	26,341.66	28,283.65	31,833.77	27,115.67	28,846.93	30,141.60	25,223.19	338,240.85
2013	29,739.58	31,268.49	28,006.54	24,958.36	29,326.83	27,228.00	31,257.84	29,973.62	29,935.25	32,131.51	32,386.21	30,802.89	357,015.12
2014	29,592.93	33,591.22	29,223.43	28,142.62	27,620.82	33,479.80	32,542.78	31,289.61	31,933.41	33,001.66	34,772.00	29,798.50	374,988.78
2015	31,693.28	32,401.51	24,630.17	26,687.51	34,901.64	29,235.05	29,503.03	31,688.28	29,430.57	29,225.98	31,445.63	28,797.43	359,640.08
2016	28,002.11	35,737.88	28,770.29	28,001.54	31,614.08	28,495.35	31,072.12	29,060.57	29,731.75	30,167.99	33,621.05	28,348.08	362,622.81
2017	27,826.66	35,438.33	25,572.53	26,750.30	28,508.61	28,550.72	27,437.31	28,229.90	29,227.90	28,710.07	31,450.98	26,223.75	343,927.06
2018	28,708.06	41,252.15	26,387.02	26,158.62	28,746.57	27,718.43	28,795.37	30,087.86	27,281.56	31,095.74	28,498.35	26,831.95	351,561.68
2019	29,534.85	38,522.06	27,784.09	27,223.71	31,118.52	27,698.38	29,978.89	33,158.36	40,299.91	29,498.39	31,053.37	30,754.93	376,625.46
2020	30,432.40	33,277.99	27,831.42	26,346.71	30,732.33	31,743.47	33,427.72	37,020.00	33,479.89	34,573.33	35,964.01	32,318.84	387,148.11
2021	29,830.79	40,186.30	33,936.56	29,213.34	35,930.04	33,850.09	35,244.36	32,554.82	35,284.22	37,791.15	33,388.73	38,244.69	415,455.09
2022	34,232.35	43,521.35	34,545.33	33,693.72									145,992.75
	4,401.56 14.76%	3,335.05 8.30%	608.77 1.79%	4,480.38 15.34%									

COMMUNITY IMPROVEMENT DISTRICT (CID)*

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
2017									2,826.84	2,194.44	4,742.34	1,590.62	11,354.24
2018	2,089.48	1,260.25	2,730.48	1,241.73	1,765.64	2,231.87	3,615.45	1,402.77	1,404.89	2,896.25	196.71	1,520.29	22,355.81
2019	2,931.09	1,595.72	1,505.30	827.68	1,048.35	160.73	1,691.17	3,011.36	1,897.28	168.33	1,688.29	1,848.29	18,373.59
2020	3,502.56	465.60	3,616.63	1,801.85	2,577.93	1,919.06	1,863.86	1,994.48	1,916.23	2,041.99	1,939.40	1,893.60	25,533.19
2021	1,855.25	1,937.58	2,772.04	981.78	2,007.38	1,954.12	1,865.66	2,095.23	2,163.56	2,183.60	1,450.71	2,354.63	23,621.54
2022	2,102.88	2,583.97	2,265.43	2,154.18									9,106.46
	247.63	646.39	(506.61)	1,172.40									
	13.35%	33.36%	-18.28%	119.42%									

* City retains 5% of the amounts collected above

2022 Monthly Water and Sewer Accounts

Month	Res Acct.	Com Act	Total	New	Disconnect	Late
January	851	213	1064	9	9	112 Res 11 Comm
February	848	211	1059	8	10	115 Res 12 Comm
March	849	212	1061	9	13	114 Res 11 Comm
April	849	211	1060	11	9	127 Res 4 Comm
May						
June						
July						
Aug						
September						
October						
November						
December						

CITY OF SOUTH HUTCHINSON, KANSAS
 APRIL 1 - APRIL 30, 2022
 (THIS FORM MEETS THE REQUIREMENTS OF KSA 12-1608)

Fund	FUND NAME	OLD BALANCES	RECEIPTS	DISBURSEMENTS (Warrants Pd)	NEW BALANCES	WARRANTS OUTSTANDING	DESCRIPTION check number
101	General Operating	1,870,269.29	148,754.16	193,102.16	1,825,921.29		
201	Water Utility	101,429.80	52,657.19	49,101.49	104,985.50	80.00	114938
202	Principle & Interest	0.00	0.00	0.00	0.00	23.00	115389
204	Water Reserve	765,454.99	8,333.33	0.00	773,788.32	96.38	115646
301	Sewer Utility	211,319.47	90,440.41	63,404.76	238,355.12	37.14	116294
303	Sewer Reserve	1,188,261.59	8,333.33	0.00	1,196,594.92		
401	Special Highway	113,882.61	15,991.49	0.00	129,874.10	100.00	116327
402	Flood Control Maintenance	9,781.62	0.00	0.00	9,781.62	82.00	116362
403	St/Econ Dev-Sales Tax	358,252.97	14,014.54	0.00	372,267.51	2,441.80	116380
501	Employee Benefit	23,947.77	0.00	379.48	23,568.29	191.94	116381
502	Employee Health Insurance	199,101.85	3,993.06	3,168.47	199,926.44	210.90	116382
601	Bond & Interest	295,633.95	0.00	0.00	295,633.95	125.00	116383
701	Convention/Tourism	0.00	0.00	0.00	0.00	358.34	116385
702	Donations	5,713.24	0.00	0.00	5,713.24	126.94	116386
703	Special Park	3,757.94	0.00	0.00	3,757.94	9,433.52	116387
705	CID Love's	6,952.28	2,154.18	6,952.28	2,154.18	379.48	116388
801	ASAP	30,055.27	498.09	1,225.00	29,328.36	188.52	116389
802	Diversion	10,899.49	300.00	0.00	11,199.49		
805	Special Events	837.48	0.00	0.00	837.48		
806	Special Law Fund	1,453.12	0.00	0.00	1,453.12		
808	ARPA	189,845.79	0.00	0.00	189,845.79		
810	Neighborhood Revitalization	0.00	0.00	0.00	0.00		
811	Community Center	19,009.57	1,500.00	864.41	19,645.16		
812	Technology	4,827.44	260.00	0.00	5,087.44		
901	Equipment Reserve	635,630.50	19,531.35	0.00	655,161.85		
902	Capital Improvement Reserve	1,522,404.36	2,166.68	2,240.00	1,522,331.04		
911	2021 Temp Notes	0.00	0.00	0.00	0.00	(455.75)	Cr Card OSD
912	Bond Cost of Issuance	0.00	0.00	0.00	0.00		
913	Insurance Proceeds	4,514.00	0.00	0.00	4,514.00		
	TOTALS	7,489,973.37	368,927.81	320,438.05	7,621,726.15	13,419.21	7,635,145.36
	AVAILABLE CASH:						
	Petty Cash				450.00		
1001	SIMMONS BANK - CHECKING ACCOUNT #100366				196,865.87		
1000	SIMMONS BANK - MMDA ACCOUNT #603570				3,511,700.94		
1008	SIMMONS BANK - CHECKING RESERVE # 1725				1,700,081.85		
1006	FARMERS BANK - FREEDOM CLAIMS MANAGEMENT INC				201,046.44		
1020	MUNICIPAL INVESTMENT POOL FUND 0203-01				0.26		
1050	SIMMONS BANK - Certificate of Deposit 06-02-2022 - Cap Equip 197818529				300,000.00		
1055	SIMMONS BANK - Certificate of Deposit 05-18-2022 General 197817117				500,000.00		
1056	SIMMONS BANK - Certificate of Deposit 06-02-2022 - General 197818420				200,000.00		
1057	SIMMONS BANK - Certificate of Deposit 06-02-2022 - General 197818503				250,000.00		
1075	SIMMONS BANK - Certificate of Deposit 06-02-2022 - Water 197818511				275,000.00		
1076	SIMMONS BANK - Certificate of Deposit 11-05-2021 - Water 197789886				200,000.00		
1080	Temporary Notes 2021				300,000.00		
	TOTAL AVAILABLE CASH (TO AGREE WITH TOTAL FUNDS)				7,635,145.36		
	I, RHONDA STILLWELL, DO HEREBY CERTIFY THAT THE ABOVE STATEMENT IS CORRECT.						
						CITY TREASURER	5/10/2022



PUBLIC WORKS REPORT

To: Honorable Mayor and City Council

From Ronnie Pederson, Public Works Superintendent

Re: Public Works Superintendent report for May 16th City Council Meeting

Date: May 12th, 2022

Streets

- Repaired fuel line on dump truck.
- Worked on power screed. (Repaired)
- Street sweeping.
- Serviced road grader.
- Greased skid steer.
- Tractor bushhog mowing.
- Mowed irrigated city properties.
- Mowed rough cut city properties.
- Repaired throttles on weed eaters.
- Cleaned roof top AC units at police station.
- Sprayed weeds.
- Drag police station parking lot.
- Repaired city limit sign.
- Repaired grapple bucket power connection on the tractor.
- Patched numerous potholes in town.
- (Dragon slayer) checked all city fire extinguishers.
- Repaired fence at community building.

Water

- Monthly KDHE water samples collected and sent for analysis.
- Changed out chlorine cylinders at water wells.
- Monthly maintenance and checks and water usage.
- Water meter shut off's and turn on.
- Cut in water meter setter repair at 31 Williams.
- Completed 2" irrigation water service at 421 Sunnydale.
- Shut down water main for the High Rise for water repairs.
- Power wash well houses for repairs and paint.
- One call utility locates.

PUBLIC WORKS REPORT (cont.)

Wastewater

- Daily and weekly checks, inspections, and lab testing completed at the wastewater facility and lift stations.
- Monthly maintenance completed at wastewater facility and lift stations.
- Wasted sludge at treatment facility.
- Monthly KDHE state wastewater samples collected and sent for analysis.
- Sent KDHE monthly wastewater reports.
- Changed out all UV bulbs on our UV disinfection for the Effluent.
- Started air testing for the new aeration diffuser project at the wastewater facility.
- Removed old hoist from UV room.
- One call utility locates.

Activity Report May 16th, 2022

- Dragonslayers serviced the Dept Fire Extinguishers
- 6 Fireworks applications turned in.
- Attended a After Action Review in Haven over the Haven Gas Plant Explosion on 05/11/22.
- Waiting for a response on the Forestry Grant application.
- A walk through of the Hutchinson Correctional Facility on May 23rd.
- Working on annual hose testing.
- Pricing new tires for E-80.
- Attended County Chiefs meeting on May 4th here are a few items discussed:

-Chiefs/Asst Chiefs Pay increase - Firefighter Pay increase - Standby at private events - Developing a new permit-based system for controlled burns in the county.

- Starting in June, my report will reflect the total amount of calls for the previous month.

Calls from 04/13/22 – 04/30/22

Canceled En Route	1
EMS Incident	18
False Fire Alarm	1
Medical Assist	1
Natural vegetation Fire	1
Explosion	1
Person in distress	2
Public Assist	2
Service Call Other	1
Unintentional System Op.	1

29 Calls total

Total for 2022: 240



2022

Mutual Aid Calls – Help Given		Mutual Aid calls – Help Received
Hutchinson Fire	2-Grass Fires (Feb) 1-Cottonwood (March)	
District 8	1 – Extrication 1- Vehicle/Grass Fire	
District 3		
District 4		
District 9	1 – Gas Plant Explosion	
District 7		
Pretty Prairie		
Rice County		
Buhler Fire	1- Grass Fire (Feb)	
Task Force Call outs	4	

CITY ADMINISTRATOR'S REPORT

To: Honorable Mayor and City Council

From: Joseph Turner, City Administrator

Re: City Administrator Report for May 16th Regular City Council Meeting

Date: May 13, 2022

Independence Day Festival

City staff have been working on the organization and planning of this event. Will report in more detail during the discussion item.

Garage Sale/Citywide Clean-up

A reminder that the citywide garage sale and clean up day will take place on Saturday, June 11th. A sign-up form was created so that residents planning to sell items could list their address, what time they are starting their day, and what types of items they are selling. This sign up form has been pinned to our Facebook page.

Special Projects

I have been working extensively on special projects discussed at the previous council meeting including, but not limited to, the development of workforce housing and economic development. These items will be discussed in more detail during the discussion period.