

City Commission Regular Meeting

Tuesday, March 15, 2022 at 6:00 PM Commission Chambers, 124 S Bluff, Anthony, KS 67003

AGENDA

OPENING

- Welcome / Call to Order
- Invocation / Pledge of Allegiance
- Roll Call
- Approval of Agenda

PUBLIC COMMENT

Public Comment allows the public an opportunity to address the City Commission. There is a five minute per person limit on public comments.

CONSENT AGENDA

- 1. Approve Regular Meeting Minutes of March 1st, 2022
- 2. Special Appropriations:

Fund #79 Sewer Imp - EBH \$7,500 - Design for Cell 1 C20-3005-01

Fund #34 Capital Airport - EBH \$4,143.04 - Engineer hours

Fund#34 Capial Lake Maint & Imp - EBH \$393.75 - RV Dump

- 3. Appropriation Ordinance No. 6108 \$82,191.10
- 4. Approve 3.15.22 Payroll \$51,940.03
- 5. Approve SRLF Drawdown #4 \$7,500 WWTF Cell 1 Repair C20-3005-01
- 6. Approve KDOT Aviation FY23 Grant Agreement AV-2023-17 \$252,450.00 with the City Contributing \$28,050.00 in Matching Funds

PUBLIC HEARINGS - NONE

REGULAR BUSINESS

- 7. Transient Guest Tax Committee Recommendation of \$8,000 to the Anthony Chamber for the 2022 Annual Sunflower Balloon Fest Bette DeMeritt/Susan Croft
- 8. 2022 Sunflower Balloon Fest Requests Anthony Chamber

- 9. Approve Airport Land Lease Agreement Tracy Copenhaver (Portion of Lot 6)
- 10. 2022 Health Insurance Renewal
- 11. Camp Host 2022
- 12. February Power Costs Winter Nextera
- 13. Appoint Non-Resident Law-Enforcement Officer Nathaniel Houston as Deputy Chief

STAFF REPORTS

- 14. Administrator Report
- 15. Chief of Police Report

EXECUTIVE SESSION - NONE

ADJOURNMENT

Standing Committees:

a. Commissioner of Finance: Jan Lanie – Sherrie Eaton (Vice)
 b. Commissioner of Utilities Depts.: Kenny Hodson Jr. – Jan Lanie (Vice)
 c. Commissioner of Parks, Police, Fire Dept.: Sherrie Eaton – Eric Smith (Vice)
 d. Commissioner of Street Dept., Airport: Eric Smith – Kenny Hodson Jr. (Vice)



City Commission Regular Meeting

Tuesday, March 01, 2022 at 6:00 PM Commission Chambers, 124 S Bluff, Anthony, KS 67003

MINUTES

OPENING

- Welcome / Call to Order
- Invocation / Pledge of Allegiance
- Roll Call

PRESENT

Mayor Greg Cleveland Commissioner Sherrie Eaton Commissioner Jan Lanie Commissioner Kenny Hodson Jr. Commissioner Eric Smith

City Administrator Cyndra Kastens, Police Chief Kenny Hodson, Deputy City Clerk Sherri Miller, Water Wastewater Dept Head Terry Stark, Electric Distribution Dept Head Jerry Angle, Andrew Brunner-EBH, Karen Vines-HUB, Krissy Oliphant and Logan Oliphant.

- Approval of Agenda

A motion was made to approve the agenda

Motion made by Mayor Cleveland, Seconded by Commissioner Lanie.

Voting Yea: Mayor Cleveland, Commissioner Eaton, Commissioner Lanie, Commissioner Hodson Jr.,

Commissioner Smith

PUBLIC COMMENT - NONE

CONSENT AGENDA

- 1. Approve Regular Meeting Minutes of February 15, 2022
- 2. Approve Special Meeting Minutes of February 28, 2022
- 3. Appropriation Ordinance No. 6107 \$527,551.58
- 4. Approve 3.01.2022 Payroll \$55,752.65

Mayor Cleveland asked if any consent agenda items should be pulled for further discussion. Hearing none, a motion was made to approve the consent agenda.

Motion made by Mayor Cleveland, Seconded by Commissioner Smith.

Voting Yea: Mayor Cleveland, Commissioner Eaton, Commissioner Lanie, Commissioner Hodson Jr., Commissioner Smith

PUBLIC HEARINGS - NONE

REGULAR BUSINESS

5. Dondlinger Wins Bid for 2021 WWTF Cell One Sewer Improvements C20-3005-01

Andrew Brunner reported to the commission that the bid opening occurred as scheduled at 2:00 p.m. and presented the bid tabulation as received from the following bidders: Dondlinger & Sons Construction \$732,952.50 and Mies Construction \$1,167,595.00. After review, a motion was made to approve the bid from Dondlinger & Sons Construction in the amount of \$732,952.50, contingent upon KDHE approval.

Motion made by Mayor Cleveland, Seconded by Commissioner Smith.

Voting Yea: Mayor Cleveland, Commissioner Eaton, Commissioner Lanie, Commissioner Hodson Jr., Commissioner Smith

6. 2022 Health Insurance Renewal Review

The City's health insurance consultant, Karen Vines with HUB, presented the various options and plans for the 2022 Health Insurance year. Current renewal would have a 5% increase. The commission then reviewed other renewal options including a Blue Cross and Blue Shield level funding option. Mrs. Vines will gather prescription data to report back to the commission for further discussion.

7. Old 14.5 Feeder Line Removal

Jerry Angle sought official commission direction as to whether the city should remove the old 14.5 feeder line (former Western Farmer line) or leave it in place. The department would need a larger wire trailer to roll that size of line. The Commission reviewed photos of the existing wire trailer and discussed the pros and cons of removing the line. The Commission then guided Angle to commit to removing the line, incorporating it into his existing operating plan at intervals of 1-2 miles per year (depending on what he can fit in the existing project load). The Commission guided Angle to see if he could locate an adequate used wire trailer and report back.

8. Approve Electrical Lineman Internship

Jerry Angle sought permission to provide an Electrical Lineman Internship opportunity again this summer. We have received a request from a Pratt Community College Lineman student. A motion was made to approve the Electrical Lineman Internship for the summer of 2022.

Motion made by Commissioner Eaton, Seconded by Commissioner Lanie. Voting Yea: Mayor Cleveland, Commissioner Eaton, Commissioner Lanie, Commissioner Hodson Jr., Commissioner Smith

9. Approve Pole Bids

Commissioner Lanie opened the sealed bids for stock electric poles. Bids were received from Tech-Line - \$33,702.80, Border States - \$32,697.11 and two from Bridgewell: treated Penta - \$34,503.96 and treated DCOI - \$38,629.62. After taking the time to review the bids by Jerry Angle, and discussion on the 10% local bidder preference, the commission came back to this agenda item and a motion was made to approve the bid from Tech-Line for \$33,702.80 for electric poles.

Motion made by Commissioner Hodson Jr., Seconded by Commissioner Smith. Voting Yea: Mayor Cleveland, Commissioner Eaton, Commissioner Lanie, Commissioner Hodson Jr., Commissioner Smith.

10. January Additional Power Costs Paid by City Again for Winter Nextera

Administrator Kastens presented the January purchased power costs and the results of the winter Nextera contract and asked the Commission to consider covering the cost of the winter contract again to prevent these power costs from impacting the citizens. A motion was made to pay the winter Nextera Contract costs of \$37,451.36 out of the KMEA TCR Funds so it will not appear on the citizens bills.

A motion was made to approve the January winter Nextera power costs to be paid out of the City of Anthony KMEA Fund.

Motion made by Commissioner Lanie, Seconded by Commissioner Smith.

Voting Yea: Mayor Cleveland, Commissioner Eaton, Commissioner Lanie, Commissioner Hodson Jr., Commissioner Smith

11. Approve 2021 Transfer List

The Commission reviewed the 2021 Transfer List. After discussion, a motion was made to approve the final 2021 Transfer List as presented adding the transfer of \$316,170 from the Electric Fund (03) to the EL UTIL S2017 Bond Fund (41) for the 2021 budget year.

Motion made by Commissioner Eaton, Seconded by Commissioner Hodson Jr.. Voting Yea: Mayor Cleveland, Commissioner Eaton, Commissioner Lanie, Commissioner Hodson Jr., Commissioner Smith

12. FY23-25 Airport CIP Amendment

Administrator Kastens informed the Commission about the FAA BIL Funding that will add an additional \$110,000 each year for five years to be utilized toward the FAA approved CIP projects at the Anthony Municipal Airport. The FAA has requested that any CIP project restructuring requests be submitted by March 8th for this consideration. A motion was made to approve the Administrator to work with EBH and the Airport Board to determine the best restructuring, if any, of the FY23-25CIP Program to utilize the new BIL Funding and submit those requests to FAA by the deadline.

Motion made by Mayor Cleveland, Seconded by Commissioner Lanie. Voting Yea: Mayor Cleveland, Commissioner Eaton, Commissioner Lanie, Commissioner Hodson Jr., Commissioner Smith

STAFF REPORTS

13. Chief of Police report

We arrested Travis Johnson for DUI

We investigated a theft in the 100 block of E. Main

We had a short car chase out at the lake and we picked up a juvenile female

We investigated a domestic disturbance in the 100 block of S. Springfield

EXECUTIVE SESSION

14. Executive Session for Personnel Pursuant to "Personnel Matters of Non-Elected Personnel, K.S.A. 75-4319 (b) (1)."

At 7:35 p.m., Mayor Cleveland made a motion to go into Executive Session for five minutes until 7:40 p.m. to discuss personnel pursuant to "Personnel Matters of Non-Elected Personnel, K.S.A. 75-4319 (b) (1). Commissioner Smith seconded the motion. Motion carried 5-0. Commissioner Hodson recused himself and left the meeting. The Commission chambers were cleared with the remaining Commissioners and City Administrator remaining present.

At 7:40 p.m., Mayor Cleveland called the regular meeting back to order. No binding action was taken.

ADJOURNMENT

Item 1.

Voting Yea	: Mayor Clevelar	nd, Commissione	er Eaton, Commis	sioner Lanie, and Commissic

Cyndra Kastens, City Clerk/Administrator

Request for Payments

Federal Audit n/a - State funds Project: WWTF Loan Cell #1 Berm Repair (Estimated project cost \$1,117,400 -\$500,000 loan forgiveness= \$617,4000)

City of Anthony

Engineering Contract - \$163,500 (\$60,000-design, \$7,500 loan mgmnt, \$3,000 notice of intent, \$10,000 O&M and Final Plan Op. \$65,000 Const observation, \$8,000 staking, \$2,500 seepage test, \$7,500 Geo tech).

Construction Contract - \$732,952.5

Date: February 15, 2022

Payment Request Number: 4

Fund Paying Drawdowns: 79-01-2060 "WWTF CELL #1 C20-3005-01"

	Date	Invoice#	Vendor:	Service:	Engineering	Construction	State Reimb	City's Share
L.	12/7/21	13515	EBH	Design	\$20,000.00			
2.	12/22/21		State of Kansas	Reimb Drawdown #1			\$20,000.00	
3.	1/3/22	13547	EBH	Design	\$15,000.00			
4.	2/15/22	13619	EBH	Design	\$15,000.00			
5.	2/17/22		State of Kansas	Reimb Drawdown #2			\$15,000.00	
9	3/2/22		State of Kansas	Reimb Drawdown #3			\$15,000.00	
7.	3/15/22	13691	EBH	Design	\$7,500.00			
8.								
9.								
10.								
11.								
12.								
13.								
14.								
15.								
16.								
				DRAWDOWN TOTALS:	\$57,500.00	80.00	\$50,000.00	80.00
Tota	Total This Payment Request:	ment Req	uest:	\$7,500.00				
Tota Tota	Total Billing to Date: Total Reimbursement/Payment:	o Date:	ıvment:	\$57,500.00 \$50,000.00	Total City Paid for Project: Portion of Project Complete:	for Project:	\$0.00	
						in courterers.		

Approved by:

Greg Cleveland, Mayor

	teeparate sheet	*Total Approved by KDHE will be shown or	610S/80 bəzivəЯ
Email ckastens@anthonykansas.org		1elephone (Area Code, number 8	25.21.8
liowa	(3,00		Gregory Clevelan
			Typed or Printed Name and Title
		lsi	Signature of Authorized Certifying Offic
			City of Anthony, Kansas
			condition of the Recipient or its ability to co
been the basis of any previous requisition from the (iii) no adverse developments affecting the financial			
and that an inspection has been performed and all	ursement of the proceeds of the Loan	etly incurred and are a proper disb	installation of the Project, have been prop
e in connection with the purchase, construction and	are or were necessary and appropriate	Iy that: (i) the amounts requested, a	CERTIFICATION: I hereby state and certi
		00.002,7 \$	i. Total Disbursement Requested from KDHE * (Line g minus line h)
			h. Deductions for other sources of funding used (from grants or cash on hand)
		00.002,7 \$	Total of Invoices Submitted 9.
			f. Miscellaneous cost (not categorized above)
			e. Equipment (by separate KDHE approved contract or procedure)
			d. Construction Contract Expense
			c. Land, easements (Not allowable under KWPCRF)
Design Eng/Survey		00.002,7 \$	b. Engineering services expense
			a. Administrative expense (loan admin services, publication fees, attorney fees, etc.)
Describtion	Invoiced from (list payee(s))	Invoice amounts (invoices must be attached)	Classification
sts as defined in the loan agreement:	e disbursed for the following Project Co		The undersigned hereby re
69849	O Box 504 Anthony, KS	ADDRESS or PO box (include City, State, Zip) :	Реумеит кедиезт иимвек : 4
	SPSUPV	NAME: City of Anthony,	LES NO
	22230)	кесірієм Сіту об датрому	IS THIS THE FINAL DISBURSEMENT REQUEST FOR THIS LOAN?
	KPWSLF PROJECT #		KANSAS PUBLIC WATER SUPPLY LOA
	кмьске реолест # с20 3005	г велогліме гимр	КАИЅАЅ WATER POLLUTION CONTRO
	KDHE PROJECT NUMBER (REFER		нт маярояч иод нони эталіпі
CMANJUNY NA	MENT FROM KDHE REVOLVING LO	וו ב - אבמטבפו רטא מוספטאסבו	בעוונ

1148.697.028 1105 Williams | Great Bend, KS 67530 Evans, Bierly, Hutchison & Associates, P.A.



February 28, 2022

13691 Invoice No: Project No: R4032.1

Earned

Anthony, KS 67003 PO Box 504 124 South Bluff City of Anthony

Cyndra Kastens

Anthony WWTF Cell No. 1 Improvements 2021

Project Manager: Andrew Brunner R4032.1

Professional Services from January 23, 2022 to February 26, 2022

Amount Due

Project

Billing Phase

Total Fee

Administration 00.0 00.0 KWPCRF 00.0 00.0 Additional Services 00.002,73 00.002,73 Design

Total Fee

7,500.00 Current Fee Billing 00.000,03 Previous Fee Billing 00.002,73 00.002,73

Fee

00.002,7\$ 7,500.00

Total this Invoice

Item 2.



Evans, Bierly, Hutchison & Associates, P.A. 1105 Williams | Great Bend, KS 67530 620.793.8411

RECEIVED

MAR 0 3 2022

February 28, 2022

Project No:

R3994.1

Invoice No:

13662

Project

R3994.1

Anthony Lake Pump Station Improvements 2021

Project Manager: Michael Younger

Professional Services from January 23, 2022 to February 26, 2022

Amount Due

Cyndra Kastens

City of Anthony 124 South Bluff PO Box 504

Anthony, KS 67003

Billing Phase	Fee	Earned	
Survey	4,000.00	4,000.00	
Design	8,000.00	8,000.00	
Construction Engineering & Staking	5,000.00	831.25	
Easement Boundary Description	1,000.00	0.00	
Total Fee	18,000.00	12,831.25	
	Previous Fee Billing	12,437.50	
	Current Fee Billing	393.75	
	Total Fee		393.75
	Total	this Invoice	\$393,75

50090

"DEMOLITION RPZ" 34-01-0002



Evans, Bierly, Hutchison & Associates, P.A. 1105 Williams | Great Bend, KS 67530 620.793.8411

February 28, 2022

Project No:

R3703.1

Invoice No:

13672

Cyndra Kastens City of Anthony 124 South Bluff PO Box 504 Anthony, KS 67003

Project

R3703.1

Anthony Airport Runway 36 RPZ Land Acqusition 2019

Project Manager: Darin Neufeld

Professional Services from November 28, 2021 to February 26, 2022

Amount Due

Billing Phase	Fee		Earned
Property Acquisition	18,131.06		18,131.06
Environmental	5,500.00		5,500.00
Relocation	11,479.72		11,479.72
ALP Update	2,473.76	,	2,473.76
DBE Program	0.00		0.00
Design Demolition	10,039.50		10,039.50
Inspection Demolition	14,550.05		14,550.05
Total Fee	62,174.09		62,174.09
	Previous Fee Billing		58,031.05
	Current Fee Billing		4,143.04

Total Fee

Total this Invoice

4,143.04 \$4,143.04

BALANCE SHEET CALENDAR 3/2022, FISCAL 3/2022

ACCOUNT NUMBER	ACCOUNT TITLE	PTD BAL.	YTD Bal	
01-00-0010	GENERAL OPERATING	45,636.66-	996,660.63	
02-00-0010	WATER	50,200.84	1,113,076.16	
03-00-0010	ELECTRIC	121,494.73	4,112,808.31	
04-00-0010	SALES TAX & STATE FEES	9,857.14	42,414.61	
05-00-0010	SEWAGE DISPOSAL	31,023.46	357,774.05	
10-00-0010	EMP INSURANCE/BENEFIT	28,128.14-	341,079.35	
12-00-0010	AIRPORT	1,469.82-	159,884.19	
14-00-0010	INDUSTRIAL DEVELOPMENT	2,812.50-	19,745.15	
16-00-0010	SERVICE DEPOSIT	1,850.00-	73,458.23	
17-00-0010	SPECIAL STREETS & HIGHWAY		179,156.08	
18-00-0010	PUBLIC RELIEF		25,985.63	
19-00-0010	WATER UTILITY RESERVE		103,981.31	
21-00-0010	WWTF LOAN 2000	76,045.70-	202,270.98	
23-00-0010	WATER DEBT SVC RESERVE S2013	199,101.13-	16,012.59-	
24-00-0010	BOND & INTEREST	2,057.50-	48,805.70	
25-00-0010	LIBRARY	34,218.71-		
26-00-0010	RECREATION COMMISSION	2,070.32-	102,562.00	
29-00-0010	RECREATION	2,870.70	6,224.33	
30-00-0010	MUNICIPAL EQUIPMENT RESERVE		112,397.58	
32-00-0010	SPECIAL PARKS & RECREATION	1,671.37	23,256.14	
34-00-0010	CAPITAL IMPROVEMENT	4,575.86-	1,725,632.61	
37-00-0010	GO BONDS S2010 POOL	1,867.50-	15,119.92	
40-00-0010	ELECTRIC UTILITY RESERVE		1,559,835.43	
41-00-0010	EL UTIL S2017 REV BOND		1,269,411.16	
43-00-0010	EL UTIL S2017 BOND RESERVE		214,897.50	
45-00-0010	SEWER RESERVE		80,000.00	
50-00-0010	WAYNE DENNIS INVESTMENT FUND		750,141.35	
54-00-0010	DEBT RES. WATER 2013		177,532.35	
71-00-0010	CASH CONTROL		157,950.48	
75-00-0010	COSTS OF ISS.ELEC BONDS 2013	7 500 00	2,421.53	
79-00-0010	SEWER IMPROVMENT FUND	7,500.00	7,500.00-	
81-00-0010	WASTEWATER LAGOON CLEANING		162,800.00	
82-00-0010	WATER/EQUIPMENT REPLACEMENT		67,962.03	
83-00-0010	ELECTRIC/EQUIP REPLACEMENT		1,897,959.53	
85-00-0010	SEWER/EQUIPMENT REPLACEMENT		6,454.04	
89-00-0010 96-00-0010	TRANS GUEST APPROVED		3,100.00	
97-00-0010	WAYNE DENNIS FUNDS		32,526.16	
98-00-0010	DT REVIT. REVOLVING LOAN		.56	
20-00-0010	TRANSIENT GUEST TAX		9,099.58	
	PROOF	175,215.60-	16,130,872.07	
			==========	

Item 3.

	" 6100				
VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK CHECK# DATE	
GENERAL OPERATING					
	PD EMAIL ADDRESS		42.50	46122 2/16/22	
	FEB BILL DUE MARCH			46132 3/16/22	
			213.78	1249333 3/15/22	
	1 YR LEASE RENEWAL		17.84	46133 3/16/22	
	DRI DEK TILES		111.18	46134 3/16/22	
	BUNKER GEAR RACK		79.38	46135 3/16/22	
ANTHONY FARMERS COOP	SUPPLIES		47.18	46136 3/16/22	
ANTHONY GOLF CLUB	1ST QT GOLF BRD APPROPRIATION		8,000.00	46137 3/16/22	
ANTHONY REPUBLICAN	BUILDING CODE COMPLIANCE		295.55	46138 3/16/22	
ATMOS ENERGY	FIRE DEPT NAT GAS		1,154.64		
	GOLF IRR LINE		587.55	46140 3/16/22	
	FEB/S MONTHLY CHARGE		8.00	46180 3/16/22	
	PD WATER		8.00	46145 3/16/22	
	#53 CHROME HANDLES		93.60	46147 3/16/22	
	MARCH GRADER				
GALAXIE BUSINESS EQUIPMENT INC			2,963.50	1249329 3/15/22	
			52.61	46149 3/16/22	
GREAT-WEST FINANCIAL	3/15/22 PR		508.10	1249334 3/15/22	
HOWARD HATFIELD	HAMMER DRILL/TAPCON		65.88	46153 3/16/22	
HAZEL'S SHEET METAL INC	SERVICE HALL FURNANCE		759.80		
	BOLTS/SCREWS/BITS/LEVEL/ICE ME		153.85	46155 3/16/22	
HUR INTERNATIONAL	MARCH BROKER FEE		51.00	46151 3/16/22	
IRS PAYROLL TAXES	3/15/22 PR		3,075.35		
	SPRING & ROPE		46.00	46157 3/16/22	
KANSAS STATE TREASURER	JAN COURT FEES		1,040.50		
	HALL ELEVATOR MAIN. CONTRACT		374.54	46161 3/16/22	
KPERS	3/15/22 PR		2,365.41	1249331 3/15/22	
	3/1/22 & 3/15/22 PR		950.53		
LARRY'S HOMETOWN MKT.	UALL CLEANING CUDDLIES			1249332 3/15/22	
MUNICIPAL EMERCENCY CERVICES	HALL CLEANING SUPPLIES SHORELINE AUTOEJECTOR #56		61.94	46164 3/16/22	
MUNICIPAL EMERGENCY SERVICES	SHOKELINE AUTOEJECTUK #56		878.51		
	PARTS/SUPPLIES		1,726.11		
	#81 DOOR PANEL SLIPS		98.00	46171 3/16/22	
	JOURNALS, FOLDERS, DVD DISC		225.95	46172 3/16/22	
	POLICE CAR WASH FEES		26.00	46174 3/16/22	
PIONEER CELLULAR	842-2081 PD CELL		29.74	46173 3/16/22	
RUSTY ECK FORD	#80 PARTS 622156AFOW		56.90	46178 3/16/22	
TERMINIX PROCESSING CENTER	PD PEST CONTROL		131.61		
	POLICE GAS		2,031.64	46184 3/16/22	
	VALVE FOR FIRE TRUCK	227.02	2,002.01	1249327 3/15/22	
	MANNING NARCOTICS TRAINING	250.00	477.02	1249328 3/15/22	
	MARCH BALANCE	230.00	7.96	1249326 3/15/22	
				1249320 3/13/22	
	HALL PAPER TOWELS		175.61	46185 3/16/22	
WEIS FIRE & SAFETY EQUIP. LLC			910.00	46186 3/16/22	
WYATT TRASH SERVICE INC	MUNICIPAL HALL		276.00	46187 3/16/22	
01	GENERAL OPERATING TOTAL		30,179.26	,	
			55,2.5120		
WATER					
	LAPTOP/POSTAGE/EMAIL/BACK UPS		56.67	46132 3/16/22	
	FEB BILL DUE MARCH		149.64	1249333 3/15/22	
	1 YR LEASE RENEWAL		17.84	46133 3/16/22	
AMAZON CAPITAL SERVICES	BATTERY BACK UPS		110.09	46134 3/16/22	
	WATER DIST. DIESEL FUEL		741.45	46136 3/16/22	
	LIAB & OBL/TREASURER REPORT		78.20	46138 3/16/22	
ATMOS ENERGY	WATER DIST& 1/2 SHOP NAT GAS		620.38	46139 3/16/22	
					~

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE	
HAZEL'S SHEET METAL INC HOME LUMBER & SUPPLY INC HUB INTERNATIONAL IRS PAYROLL TAXES KANSAS ONE-CALL SYSTEM, INC. KPERS KS DEPT OF REV-WITHHOLDING	3/15/22 PR MEMORIAL FOR BOB LEE CHECK VALVE SUPPLIES MARCH BROKER FEE 3/15/22 PR FEBRUARY LOCATES 3/15/22 PR 3/1/22 & 3/15/22 PR KITCHEN SUPPLIES PERMIT UTILITY BILLING ENV SECURITY DEPOSIT REFUND SCAN TOOL SUBSC RENEWAL DIVIDERS/BINDERS/CLIPS/PAPER WATER CAR WASH FEES 842-2321 WATER CELL POSTAGE FOR BILLS DUE APR 10TH #10 TIRES SPILLWAY LAKE #20 PARTS 621660AFOW FEB ANSWERING SVC WATER GAS REAGEN SET PIZZA FOR WATER MAIN REPAIR WALKIE BATTERIES	90.00 157.82	93.26 25.61 4.00 1,001.10 52.61 48.38 50.00 20.50 53.54 99.00 2,257.14 28.20 1,643.19 653.78 2.69 128.33 .79 454.29 92.08 4.75 72.38 137.50 361.74 249.35 73.81 90.00 1,376.83 477.89	46143 46180 46144 46149 1249334 46152 46154 46155 46151 1249335 46159 1249331 1249332 46164 46165 46168 46170 46172 46174 46173 46175 46176 1249330 46178 46181 46183 1249327 1249328	3/16/22 3/16/22 3/16/22 3/16/22 3/15/22 3/15/22 3/15/22 3/16/22	
	LAKE		205.00		3/16/22	
02 ELECTRIC	WATER TOTAL		11,779.83			
ADVANCED COMPUTERS AFLAC AIRGAS MIDSOUTH, INC AMAZON CAPITAL SERVICES ANTHONY FARMERS COOP ANTHONY REPUBLICAN ATMOS ENERGY BEST SUPPLY CO, INC. BILL'S GENERAL REPAIR LLC BORDER STATES INDUSTRIES, INC CITY OF ANTHONY COMPLIANCE ONE FARM & RANCH INC GALAXIE BUSINESS EQUIPMENT INC GENE'S HEARTLAND GOODS GREAT-WEST FINANCIAL HAZEL'S SHEET METAL INC	SIREN REPAIR PARTS POWER PLAST SUPPLIES LIAB & OBL/TREASURER REPORT 1/2 SHOP NAT GAS ENG #3 WATER VALVES PLANT MOWER PARTS KNOCKOUTS, CONDUIT, BREAKERS SECURITY DEPOSIT REFUND FEB/S MONTHLY CHARGE BOOTS FOR STANFORD & BERRY COPIER CONTRACT KLEENEX/TP/CLEANING		56.67 298.28 89.21 215.87 205.25 78.20 234.14 1,527.46 185.00 1,404.00 51.08 4.00 363.53 52.61 23.82 366.86 605.86 153.43 99.00	1249333 46133 46134 46136 46138 46139 46140 46141 46163 46143 46180 46148 46149 46150 1249334 46154 46155	3/16/22 3/16/22 3/16/22 3/16/22 3/16/22 3/16/22 3/16/22 3/16/22 3/16/22 3/16/22 3/16/22 3/16/22	

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
JUSTICE BATTERY CO. KANOKLA NETWORKS KANSAS ONE-CALL SYSTEM, INC. KPERS KS DEPT OF REV-WITHHOLDING LARRY'S HOMETOWN MKT. LD ENTERPRISES INC CHRIS MOCKENHAUPT NAPA AUTO PARTS ANTHONY OFFICE PLUS OF KANSAS PHIL'S REPAIR PIONEER CELLULAR POSTMASTER PRONTO TIRE & SERVICE, LLC TELE-COMMUNICATIONS INC US BANK VOYAGER FLEET SYS VISA VISA	3/15/22 PR 3/1/22 & 3/15/22 PR PLANT WATER PERMIT UTILITY BILLING ENV SECURITY DEPOSIT REFUND PARTS DIVIDERS/BINDERS/CLIPS/PAPER ELECTRIC CAR WASH FEES 842-7801 ELECTRIC CELL POSTAGE FOR BILLS DUE APR 10TH #10 TIRES FEB ANSWERING SVC ELEC DIESEL SNAP ON TOOL		53.25 62.00 28.20 3,200.76 1,488.99 12.56 128.33 1.60 774.01 92.08 39.50 42.04 275.00 378.74 90.00 1,010.50	46158 46159 1249331 1249332 46164 46165 46168 46170 46172 46174 46173 46175 46176 46181 46184 1249327 1249328	3/16/22 3/16/22 3/16/22 3/15/22 3/15/22 3/16/22 3/16/22 3/16/22 3/16/22 3/16/22 3/16/22 3/16/22 3/16/22 3/16/22 3/16/22 3/16/22 3/16/22 3/16/22 3/16/22
03	ELECTRIC TOTAL		18,537.72	7	
AFLAC AIRGAS MIDSOUTH, INC ANTHONY FARMERS COOP ANTHONY REPUBLICAN ATMOS ENERGY COMPLIANCE ONE GALAXIE BUSINESS EQUIPMENT INC GENE'S HEARTLAND GOODS GREAT-WEST FINANCIAL HUB INTERNATIONAL IRS PAYROLL TAXES KONICA MINOLTA BUSINESS SOLUTI KPERS KS DEPT OF REV-WITHHOLDING LD ENTERPRISES INC MERIDIAN ANALYTICAL LABS, LLC NAPA AUTO PARTS ANTHONY POSTMASTER SALINA SUPPLY CO. US BANK VOYAGER FLEET SYS WYATT TRASH SERVICE INC	CLEANING SUPLLIES 3/15/22 PR MARCH BROKER FEE 3/15/22 PR COPIER CONTRACT 3/15/22 PR 3/1/22 & 3/15/22 PR PERMIT UTILITY BILLING ENV EFF. DISCHARGE TESTING FEES PARTS/SUPPLIES POSTAGE FOR BILLS DUE APR 10TH DIAMOND CT. LIFTSTATION REPAIR SEWER GAS SEWER PLANT		56.66 42.80 17.85 62.19 78.20 253.86 4.00 52.59 70.12 19.16 51.00 653.84 13.98 460.15 204.69 128.34 302.00 101.78 137.50 2,450.00 573.38 60.00	1249333 46133 46138 46139 46180 46149 46150 1249334 46151 1249335 46162 1249331 1249332 46165 46167 46170 46175 46179 46184	3/16/22 3/16/22 3/16/22 3/16/22 3/16/22 3/16/22 3/15/22 3/15/22 3/15/22 3/15/22
05	SEWAGE DISPOSAL TOTAL		5,794.09		
	#49 EXPLORER FLOOR MATS MAGNET FILTERS 3/15/22 PR 3/15/22 PR		26.99 37.50 94.74 72.56		

Page Item 3.

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
KS DEPT OF REV-WITHHOLDING NAPA AUTO PARTS ANTHONY RURAL WATER DISTRICT #2 WYATT TRASH SERVICE INC	3/1/22 & 3/15/22 PR PARTS/SUPPLIES HARMON RPZ AIRPORT		26.00 60.42 38.00 30.00	1249330	3/16/22
12	AIRPORT TOTAL		386.21		
SERVICE DEPOSIT CITY OF ANTHONY DEVYN HOY CHRIS MOCKENHAUPT TRISHA ROSE	SECURITY DEPOSIT REFUND SECURITY DEPOSIT REFUND SECURITY DEPOSIT REFUND SECURITY DEPOSIT REFUND		2,779.46 61.95 150.00 58.59	46156 46168	3/16/22 3/16/22 3/16/22 3/16/22
16	SERVICE DEPOSIT TOTAL		3,050.00	-	
KS DEPT OF REV-WITHHOLDING	3/15/22 PR 3/1/22 & 3/15/22 PR TOURNAMENT BACKGROUND CK FEE 842-7466 RECREATION CELL		103.84 14.90 180.00 66.29		
26	RECREATION COMMISSION TOTAL		365.03		
SPECIAL PARKS & RECREATIO WYATT TRASH SERVICE INC	TENNIS COURTS	_	23.10	46187	3/16/22
32	SPECIAL PARKS & RECREATIO TOTAL		23.10	•	
CAPITAL IMPROVEMENT FUND EVANS-BIERLY-HUTCHISON & ASSOC HOME LUMBER & SUPPLY INC	DEMOLITION RPZ ADA BOAT DOCK		4,536.79 39.07		3/16/22 3/16/22
34	CAPITAL IMPROVEMENT FUND TOTAL		4,575.86		
<pre>IMP FUND GO TEMP S2014 EVANS-BIERLY-HUTCHISON & ASSOC</pre>	WWTF CELL #1	_	7,500.00	46146	3/16/22
79	IMP FUND GO TEMP S2014 TOTAL		7,500.00	•	
	Accounts Payable Total	=	82,191.10	,	

CLAIMS REPORT CLAIMS FUND SUMMARY

FUND	NAME	AMOUNT
01	GENERAL OPERATING	30,179.26
02	WATER	11,779.83
03	ELECTRIC	18,537.72
05	SEWAGE DISPOSAL	5,794.09
12	AIRPORT	386.21
16	SERVICE DEPOSIT	3,050.00
26	RECREATION COMMISSION	365.03
32	SPECIAL PARKS & RECREATIO	23.10
34	CAPITAL IMPROVEMENT FUND	4,575.86
79	IMP FUND GO TEMP S2014	7,500.00
	TOTAL FUNDS	82,191.10

PRUPDT00 09.21.21 Thu Mar 10, 2022 10:56 AM City of Anthony KS PAID THROUGH 3/06/2022 COST CENTE

COST CENTER REPORT CALENDAR 3/2022, FISCAL 3/2022 DATES 3/06/2022 -- 3/15/2022

OPER: J D JRNL 3764 2ND PAY MAR/JUN/SEP/DEC PAGE

Item 4.

C CTR DESCRIPTION	REG HRS	OT HRS	VAC HRS	SCK HRS	TOT HRS	REG AMT	OT AMT	VAC AMT	SCK AMT	TOT AMT	DEDUCTIONS
101 GEN ADM.	23.75	.00	.00	.00	24.00	1062.01	.00	.00	.00	1066.23	303.99
102 POLICE	241.94	.00	.00	.00	242.00	6123.40	.00	.00	.00	6124.46	1511.56
103 FIRE	130.00	.00	.00	.00	183.00	1698.46	.00	.00	.00	2334.46	.00
104 STREET	268.00	.00	.00	.00	309.00	5583.09	.00	.00	.00	6360.58	1047.31
105 GEN-ZONING	.00	.00	.00	.00	.00	156.54	.00	.00	.00	156.54	.00
230 WATER-LAKE	138.50	.00	.00	.00	138.50	2262.61	.00	.00	.00	2262.61	
231 WATER-PRODUCTIO	69.50	.00	.00	.00	69.50	318.32	.00	.00	.00	318.32	.00
232 WATER-DISTRIBUT	343.59	.00	.00	.00	357.96	5317.40	.00	.00	.00	5577.54	1494.38
233 WATER-COMM& GEN	45.91	.00	.00	.00	65.91	1556.87	.00	.00	.00	1939.47	.00
331 ELECTRIC-PROD	550.50	.00	.00	.00	584.00	6785.40	.00	.00	.00	7567.61	1311.60
332 ELEC-DISTRIBUTI	634.01	.00	.00	.00	666.59	8128.65	.00	.00	.00	8887.42	2140.40
333 ELECTRIC-COMM	55.03	.00	.00	.00	75.03	2844.08	.00	.00	.00	3226.68	102.11
533 SEWER-COMM & GE	12.31	.00	.00	.00	12.31	259.38	.00	.00	.00	259.38	.00
534 SEWER-TREATMENT	208.21	.00	.00	.00	218.45	2133.67	.00	.00	.00	2316.91	.00
1201 AIRPORT	26.00	.00	.00	.00	26.00	486.98	.00	.00	.00	486.98	.00
2601 REC - GEN	38.00	.00	.00	.00	38.00	608.00	.00	.00	.00	608.00	.00
	.00	1.00	.00	.00	1.00	.00	25.34	.00	.00	25.34	.00
5102 OT GEN POLICE	.00	12.25	.00	.00	12.25	.00	308.92	.00	.00	308.92	.00
5104 OT GEN STREET	.00	.75	.00	.00	.75	.00	25.71	.00	.00	25.71	.00
5232 OT WATER DIST	.00	14.50	.00	.00	14.50	.00	568.65	.00	.00	568.65	.00
5331 OT ELEC PROD	.00	15.00	.00	.00	15.00	.00	613.00	.00	.00	613.00	.00
5332 OT ELEC DIST	.00	6.50	.00	.00	6.50	.00	212.42	.00	.00	212.42	.00
5333 OT ELEC COMM/GN	.00	11.25	.00	.00	11.25	.00	308.95	.00	.00	308.95	.00
5534 OT SEWER TREAT	.00	8.50	.00	.00	8.50	.00	343.85	.00	.00	343.85	.00
6102 SHIFT GEN POLIC	.00	.00	.00	.00	80.00	.00	.00	.00	.00	40.00	.00
99999 DISTRIBUTED	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	562.84
TOTAL	2785.25	69.75	.00	.00	3160.00	45324.86	2406.84	.00	.00	51940.03	8846.00

equest for Payments

Federal Audit n/a - State funds

20

Project: WWTF Loan Cell #1 Berm Repair (Estimated project cost \$1,117,400 -\$500,000 loan forgiveness= \$617,4000)

City of Anthony

Engineering Contract - \$163,500 (\$60,000-design, \$7,500 loan mgmnt, \$3,000 notice of intent, \$10,000 O&M and Final Plan Op, \$65,000 Const observation, \$8,000 staking, \$2,500 seepage test, \$7,500 Geo tech).

Construction Contract - \$732,952.5

Date: February 15, 2022

Payment Request Number: 4

Fund Paying Drawdowns: 79-01-2060 "WWTF CELL #1 C20-3005-01"

Total Total	Total		16.	15.	14.	13.	12.	11.	10.	9.	.8	7.	6.	5.	4	3.	2.	1.	
Total Billing to Date: Total Reimbursement	This Day											3/15/22	3/2/22	2/17/22	2/15/22	1/3/22	12/22/21	12/7/21	Date
Total Billing to Date: Total Reimbursement/Payment:	nent Deal											13691			13619	13547		13515	Invoice#
yment:												EBH	State of Kansas	State of Kansas	EBH	EBH	State of Kansas	EBH	Vendor:
\$57,500.00 \$57,500.00 \$50,000.00	PA SOO OO DE LA WOOWN TOTALS:											Design	Reimb Drawdown #3	Reimb Drawdown #2	Design	Design	Reimb Drawdown #1	Design	Service:
Total City Paid for Project: Portion of Project Complete	\$57,500.00											\$7,500.00			00.000,21\$	\$15,000.00		\$20,000.00	Engineering
al City Paid for Project: tion of Project Complete:	\$0.00																		Construction
\$0.00 0.05	\$50,000.00) 1 0 0 0											\$15,000.00	\$15,000.00			\$20,000.00		State Reimb
	\$0.00																		City's Share

Approved by:

EXHIBIT E - REQUEST FOR DISBURSEMENT FROM KDHE REVOLVING LOAN PROGRAMS								
INDICATE WHICH LOAN PROGRAM TH	HIS REQUEST IS FOR:	KDHE PROJECT NUMBER (REFER	TO LOAN AGREEMENT)					
KANSAS WATER POLLUTION CONTRO	DL REVOLVING FUND	KWPCRF PROJECT # C20 3005						
KANSAS PUBLIC WATER SUPPLY LOA	N FUND	KPWSLF PROJECT #						
IS THIS THE FINAL DISBURSEMENT REQUEST FOR THIS LOAN?	RECIPIENT INFORMATION	<u>'</u>						
YES NO	NAME: City of Anthony, Kansas							
ADDRESS or PO box (include City, State, Zip): PO Box 504 Anthony, KS 67869								
The undersigned hereby requests that the following amounts be disbursed for the following Project Costs as defined in the loan agreement:								
Classification	Invoice amounts (invoices must be attached)	Invoiced from (list payee(s))	Description					
a. Administrative expense (loan admin services, publication fees, attorney fees, etc.)								
b. Engineering services expense	\$ 7,500.00		Design Eng/Survey					
c. Land, easements (Not allowable under KWPCRF)								
d. Construction Contract Expense								
e. Equipment (by separate KDHE approved contract or procedure)								
f. Miscellaneous cost (not categorized above)								
Total of Invoices Submitted 9- (sum of lines a thru f)	\$ 7,500.00							
h. Deductions for other sources of funding used (from grants or cash on hand)								
i. Total Disbursement Requested from KDHE * (Line g minus line h)	\$ 7,500.00							
CERTIFICATION: I hereby state and cert	tify that: (i) the amounts requested,	are or were necessary and appropriat	e in connection with the purchase, construction and					
installation of the Project, have been properly incurred and are a proper disbursement of the proceeds of the Loan and that an inspection has been performed and all								
work is in accordance with the terms of the Loan; have been paid or are justly due as stated above; and have not been the basis of any previous requisition from the								
proceeds of the Loan; (ii) all representations made in the Agreement remain true as of the date of this request; and (iii) no adverse developments affecting the financial condition of the Recipient or its ability to complete the Project or to repay the Loan have occurred.								
RECIPIENT NAME:								
City of Anthony, Kansas								
Signature of Authorized Certifying Official								
Typed or Printed Name and Title								
Gregory Cleveland, Mayor								
Date Signed Telephone (Area Code, number & ext.)								
	620-842-543	4	ckastens@anthonykansas.org					



Evans, Bierly, Hutchison & Associates, P.A. 1105 Williams | Great Bend, KS 67530 620.793.8411

February 28, 2022

Project No:

R4032.1

Invoice No:

13691

City of Anthony 124 South Bluff PO Box 504

Cyndra Kastens

Anthony, KS 67003

Project

R4032.1

Anthony WWTF Cell No. 1 Improvements 2021

Project Manager: Andrew Brunner

Professional Services from January 23, 2022 to February 26, 2022

Amount Due

Billing Phase	Fee	Earned	
Design	57,500.00	57,500.00	
Additional Services	0.00	0.00	
KWPCRF Administration	0.00	0.00	
Total Fee	57,500.00	57,500.00	
	Previous Fee Billing	50,000.00	
	Current Fee Billing	7,500.00	
	Total Fee		7,500.00
	Total	this Invoice	\$7.500.00

AVIATION AGREEMENT FOR EQUIPMENT AND ASSOCIATED FACILITIES

This Agreement is between the **Secretary of Transportation of the State of Kansas**, Kansas Department of Transportation (KDOT) (the "Secretary") and the City of Anthony, Kansas (the "Sponsor"), **collectively**, the "Parties."

RECITALS:

- A. The Sponsor has applied for, and the Secretary has approved an Aviation Facilities and/or Equipment Project to: replace airport beacon and install Automated Weather Observing System (AWOS) for the Anthony Municipal Airport.
- B. The Secretary has approved the use of Kansas Airport Improvement Program (KAIP) funds from the State's General Aviation Airport Development Fund for this purpose, limited to the scope of the Project, as further described below.
- C. The Secretary and the Sponsor are empowered by the laws of Kansas to enter into agreements for the construction and maintenance of the Airport.
- D. The Secretary and the Sponsor desire to enter into this Agreement to participate in the cost of the Project by use of State funds.

NOW, THEREFORE, the Parties agree as follows:

ARTICLE I

DEFINITIONS:

As used in this Agreement, the capitalized terms below have the following meanings:

- 1. **"Agreement"** means this written document, including all attachments and exhibits, evidencing the legally binding terms and conditions of the agreement between the Parties.
- 2. **"Airport"** means the Anthony Municipal Airport, a Public Use General Aviation Airport, located at 15 NW 20 Avenue, Anthony, KS 67003.
- 3. **"Construction"** means the work done on the Project after Letting, consisting of building, altering, repairing, improving, or demolishing any structure, building or pavement; any drainage, dredging, excavation, grading or similar work upon real property.
- 4. "Construction Contingency Items" means unforeseeable elements of cost within the defined project scope identified after the Construction phase commences.

- 5. "Construction Engineering" or "CE" means inspection services material testing, engineering consultation, and other reengineering activities required during Construction of the Project.
- 6. "Consultant" means any engineering firm or other entity retained by the Sponsor to perform consulting or design services for the Project.
- 7. **"Contractor"** means the entity awarded the Construction contract for the Project by the Sponsor, and any subcontractors working for the Contractor or the Sponsor with respect to the Project.
- 8. **"Effective Date"** means the date this Agreement is signed by the Secretary or the Secretary's designee.
- 9. **"Expiration Date"** means one hundred twenty (120) days after the date the grant offer letter is mailed by the Secretary.
- 10. "FAA" means the Federal Aviation Administration, a federal agency of the United States.
- 11. **"KAIP"** means the Kansas Airport Improvement Program, administered by KDOT's Division of Aviation.
- 12. **"KDOT"** means the Kansas Department of Transportation, an agency of the State of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS, 66603-3745.
- 13. "Letting" or "Let" means the process of receiving bids prior to any award of a Construction contract for any portion of the Project.
- 14. "National Plan of Integrated Airport Systems (NPIAS) Airport" as defined and designated by the FAA; the current list of which may be found at https://www.faa.gov/airports/planning_capacity/npias/current/.
- 15. "Non-Participating Costs" means the costs of any items or services which the Secretary, reasonably determines are not Participating Costs.
- 16. "Participating Costs" means expenditures for items or services which are an integral part of the Project, as reasonably determined by the Secretary.
- 17. "Parties" means the Secretary of Transportation and KDOT, individually and collectively, and the Sponsor.
- 18. "Preliminary Engineering" or "PE" means pre-construction activities, including but not limited to design work, generally performed by a consulting engineering firm that takes place before Letting.

- 19. **"Project"** means all phases and aspects of the endeavor to be undertaken by the Sponsor, being as follows: replace airport beacon and install Automated Weather Observing System (AWOS) for the Anthony Municipal Airport in Anthony, Kansas, and is the subject of this Agreement.
- 20. **"Public Use General Aviation Airport"** means any airport available for use by the general public for the landing and taking off of aircraft but shall not include any airport classified as a primary airport by the Federal Aviation Administration (FAA), as defined in K.S.A. § 75-5061(e) or other applicable statute.
- 21. "Right of Way" means the real property and interests therein necessary for the Project, including fee simple title, dedications, permanent and temporary easements, and access rights, as shown on the final Design Plans.
- 22. "Secretary" means the Secretary of Transportation of the State of Kansas, and his or her successors and assigns.
- 23. **"Sponsor"** means the City of Anthony, Kansas, with its place of business at 124 S. Bluff Avenue, Anthony, KS 67003.
- 24. "Useful Life Period" means a sufficient period of time, as specifically designated in this Agreement in Article IV, paragraphs 9 and 10, to secure the investment of KAIP funds in the Project based on the nature and magnitude of Project costs and generally accepted economic or useful life cycle norms for the type of Construction involved in the Project.

ARTICLE II

FUNDING:

1. **Funding.** The table below reflects the funding commitments of each Party. The Parties agree costs and contributions reflected below are for encumbrance purposes and may be subject to change.

Party	Responsibility	Total Projected Contributions (\$)
Secretary	90% of Participating Costs of the Project, not to exceed \$252,450.00.	252,450.00
Sponsor	10% of Participating Costs of the Project until Secretary's funding limit is reached;	28,050.00
	100% of Participating Costs of the Project after Secretary's funding limit is reached;	
	100% of Non-Participating Costs.	

Agreement No. 22-22 Project No. AV-2023-17 Division of Aviation

Total	280,500.00
Estimated	
Project	
Cost	

ARTICLE III

SECRETARY RESPONSIBILITIES:

- 1. <u>Reimbursement Payments</u>. The Secretary agrees to make such payment to the Sponsor as soon as reasonably possible after the Project is completed and after receipt of proper billing and certification by the Sponsor that the Project was completed. The Secretary reserves the right to retain up to five percent (5%) of the Secretary's maximum participation until the Sponsor completes its obligations under this Agreement to the satisfaction of the Secretary.
- 2. <u>Verification of Project Start</u> The Secretary shall not reimburse the Sponsor until the Secretary receives verification from the Sponsor that the Project is underway. Verification for the Project may consist of evidence of Construction, proof of hiring Consultant or Contractor for the Project, or other method deemed acceptable by the Secretary's authorized representative. Failure to submit verification that the Project has been started within two (2) years of the effective date shall result in the Secretary cancelling the Project. Permission to delay the Project start must be approved by the Secretary and evidenced by a supplemental agreement executed by both Parties.

ARTICLE IV

SPONSOR RESPONSIBILITIES:

- 1. <u>Project Administration</u>. The Sponsor agrees to undertake the Project, which entails installation of the facilities and/or equipment according to FAA standards and Sponsor's Project Application, which is incorporated by this reference and made a part of this Agreement as if set forth in its entirety herein. The Sponsor further agrees to construct/install facilities and equipment in accordance with the plans and specifications and to administer the Project and the payments due to the contractor, including any portion of cost borne by the Secretary. The Sponsor will provide to KDOT's Aviation Division certification when the project is complete.
- 2. <u>Conformity with Federal Requirements.</u> The Sponsor agrees that all airport planning and environmental activities associated with this grant shall be conducted in accordance with FAA written policy or policies governing the Sponsor's airport projects and the sequence thereof, including those that govern projects for a National Plan of Integrated Airport Systems (NPIAS) airport, where applicable.
- 3. <u>Prevailing Wages</u>. The Sponsor will require the Contractor to pay prevailing wages. The Sponsor will incorporate into the Construction contract the current general wage decision for the county in which the Project is being constructed. The Sponsor can obtain the current wage decision from KDOT's Bureau of Construction and Materials website.

- 4. **General Indemnification.** To the extent permitted by law and subject to the Kansas Tort Claims Act (K.S.A. § 75-6101, *et seq.*) as applicable, the Sponsor will defend, indemnify, hold harmless, and save the Secretary and the Secretary's authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property, or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by the Sponsor, the Sponsor's employees, agents, subcontractors or its consultants. The Sponsor shall not be required to defend, indemnify, or hold the Secretary harmless for negligent acts or omissions of the Secretary or the Secretary's authorized representatives or employees.
- 5. Audit. The Sponsor will participate and cooperate with the Secretary in an annual audit of the Project. The Sponsor shall make its records and books available to representatives of the Secretary for audit for a period of five (5) years after date of final payment under this Agreement. If any such audits reveal payments that have been made with state funds by the Sponsor for items considered Non-Participating Costs, the Sponsor shall promptly reimburse the Secretary for such items upon notification by the Secretary.
- 6. Accounting. Upon request by the Secretary, the Sponsor will provide the Secretary an accounting of all actual Non-Participating Costs associated with the Project which are paid directly by the Sponsor to any party outside of the Secretary and costs incurred by the Sponsor not to be reimbursed by the Secretary. This will enable the Secretary to report all costs of the Project to the legislature.
- 7. <u>Legal Authority</u>. By signature on this Agreement, the signatory certifies that he or she has legal and actual authority as representative and agent for the Sponsor to enter into this Agreement on its behalf. The Sponsor agrees to take any administrative and/or legal steps as may be required to give full effect to the terms of this Agreement.
- 8. <u>Maintenance</u>. When the Project is completed and final acceptance is issued the Sponsor will, at its own cost and expense, maintain the Project and will make ample provision each year for such maintenance. If notified by KDOT's Division of Aviation of any unsatisfactory maintenance condition, the Sponsor will begin the necessary repairs within thirty (30) days and will prosecute the work continuously until it is completed to the Secretary's satisfaction.
- 9. <u>Assurance Clause</u>. At any time that the public is not allowed access to the Airport, the Sponsor agrees to reimburse the Secretary a prorated amount based on a ten (10) year useful life of the Project. This assurance clause will be valid and enforceable for ten (10) years from the date that the final payment is authorized. This provision is only applicable to closure for non-airport purposes.

10. Useful Life.

(a) <u>Useful Life Period</u>. The Parties agree the Useful Life Period of the Project is ten (10) years, commencing on the date the Secretary gives notice of final acceptance of the Project.

- (b) <u>Change in Public Use</u>. After the Project is completed and during the entire Useful Life Period, the Airport shall remain open for public use. Any change in the public use of the real property for the Project will require written approval from the Secretary.
- (c) <u>Recapture of State Investment</u>.
 - (i) During the first five (5) years of the Useful Life Period, if the Project is not used for the purpose set forth in this Agreement or other use approved by the Secretary under subparagraph (b) above, then the Sponsor shall pay to the Secretary 100% of the funds invested in the Project.
 - (ii) Following the first five (5) years of the Useful Life Period and until the Useful Life Period expires, if the Project is not used for the purpose set forth in this Agreement or other use approved by the Secretary under subparagraph (b) above, then the Sponsor shall pay to the Secretary as recapture of funds invested in the Project an amount, which will be determined according to the following formula:

Total Amount of State and/or Federal Funds Invested in the Project

Number of Full Years

x Remaining in the Useful Life
Period at the time of
unauthorized change in use

Recapture Amount

Entire Useful Life Period for the Project

(iii) Any payments due to the Secretary pursuant to this subparagraph (c) shall be made within ninety (90) days after receipt of billing from the Secretary's Chief of Fiscal Services unless an extension is granted by the Secretary.

ARTICLE V

GENERAL PROVISIONS:

- 1. <u>Compliance with Federal and State Laws</u>. The Parties agree to comply with all appropriate state and federal laws and regulations applicable to the Project.
- 2. Offer Expiration. The Secretary's offer to fund the Project, subject to the terms of this Agreement, is contingent upon the Sponsor executing this Agreement on or before the Expiration Date. In the event the Sponsor fails to execute this Agreement on or before the Expiration Date, the Secretary will not be obligated to fund the Project and the Secretary may cancel the Project. If the Sponsor wishes to extend the Expiration Date, the Sponsor must submit a written extension request to the Secretary at least forty-five (45) days prior to the Expiration Date. After receiving the request, the Secretary may extend the Expiration Date by providing written notice to the Sponsor.

Agreement No. 22-22 Project No. AV-2023-17 Division of Aviation

- 3. <u>Civil Rights Act</u>. The "<u>Special Attachment No. 1</u>, Rev. 09.20.17" pertaining to the implementation of the Civil Rights Act of 1964, is attached and made a part of this Agreement.
- 4. <u>Contractual Provisions</u>. The provisions found in the current version of the <u>Contractual Provisions Attachment</u> (Form DA-146a), which is attached hereto, are incorporated into and made a part of this Agreement.
- 5. <u>Headings</u>. All headings in this Agreement have been included for convenience of reference only and are not deemed to control or affect the meaning or construction or the provisions herein.
- 6. <u>Binding Agreement</u>. This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary and the Sponsor and their successors in office.
- 7. No Third-Party Beneficiaries. No third-party beneficiaries are intended to be created by this Agreement and nothing in this Agreement authorizes third parties to maintain a suit for damages pursuant to the terms or provisions of this Agreement.
- 8. <u>Counterparts.</u> This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.
- 9. <u>Severability</u>. If any provision of this Agreement is held invalid, the invalidity does not affect other provisions which can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

IN WITNESS WHEREOF the Parties have caused this Agreement to be signed by their duly authorized officers as of the Effective Date.

City of Anthony, Kansas

ANCAC DEDARTMENT OF TRANSPORTA	Gregory L. Cleveland,	, Mayor
ANSAS DEPARTMENT OF TRANSPORTA	KANSAS DEPARTMI	ENT OF TRANSPORTA

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	it the following provision	is are hereby incorporated into the
contract to which it is	attached and made a p	part thereof, said contract being the
day of	, 20	

- 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. <u>Disclaimer Of Liability</u>: 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. <u>Acceptance of Contract</u>: 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.
- 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. <u>Information</u>: 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. <u>The Eleventh Amendment</u>: "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.

KANSAS DEPARTMENT OF TRANSPORTATION

Special Attachment
To Contracts or Agreements Entered Into
By the Secretary of Transportation of the State of Kansas

PREAMBLE

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d to 2000d-4) and other nondiscrimination requirements and the Regulations, hereby notifies all contracting parties that it will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, color, national origin, sex, age, disability, income-level or Limited English Proficiency ("LEP").

CLARIFICATION

Where the term "contractor" appears in the following "Nondiscrimination Clauses", the term "contractor" is understood to include all parties to contracts or agreements with the Secretary of Transportation, Kansas Department of Transportation. This Special Attachment shall govern should this Special Attachment conflict with provisions of the Document to which it is attached.

ASSURANCE APPENDIX A

During the performance of this contract, the contractor, for itself, it's assignees and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

- 1. Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in its Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration (FHWA), the Federal Transit Administration ("FTA") or the Federal Aviation Administration ("FAA") as they may be amended from time to time which are herein incorporated by reference and made a part of this contract.
- 2. **Nondiscrimination**: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project or program set forth in Appendix B of 49 CFR Part 21.
- 3. Solicitations for Subcontractors, Including Procurements of Material and Equipment: In all solicitations, either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
- 4. Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA, Federal Transit Administration ("FTA"), or Federal Aviation Administration ("FAA") to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or, the FHWA, FTA, or FAA as appropriate, and shall set forth what efforts it has made to obtain the information.
- 5. Sanctions for Noncompliance: In the event of the contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA, FTA, or FAA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating or suspending a contract, in whole or in part.
- 6. **Incorporation of Provisions**: The contractor will include the provisions of the paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any

subcontract or procurement as the Recipient or the FHWA, FTA, or FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

ASSURANCE APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- The Federal Aid Highway Act of 1973 (23 U.S.C. § 324 et. seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et. seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et. seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL No. 100-259), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with LEP, and resulting agency guidance, national origin discrimination includes discrimination because of LEP. To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681)

MINUTES CITY TRANSIENT TAX COMMITTEE

The meeting was held on March 8, 2022, at 5:30 o'clock p.m. at the Anthony City Library.

Committee members in attendance were Brandon Bellesine, Bette DeMeritt, Marcy Kastens, Charlie Gipple, BarBara Wright and Karen Younce.

Karen Younce opened the meeting and announced that we have one application to consider.

Karen advised the committee that the account balance is \$9,099.58. A $1^{\rm st}$ quarter distribution should be received from the state at the end of April.

After discussion, the committee considered the application submitted by Beth Farmer for the Annual Sunflower Balloon Fest to be held May 6, 7 and 8, 2022, for \$8,000.

After discussion, it was moved by Charlie Gipple and seconded by Marcy Kastens to approve the application as submitted. Motion carried.

Committee members Bette DeMeritt and Susan Croft plan to be present in person to present the committee's recommendation to the city commission for approval at the next commission meeting scheduled for March 15, 2022, at 6:00 p.m.

There being no further business to come before the committee, the meeting was adjourned.

Marcy Kastens, Secretary

REQUESTS FROM CITY FOR SUNFLOWER BALLOON FEST 2022

May 6-7-8

Request use of Airport.

Use of Wayne Dennis Parking Lot with barricades.

Sound permit for parade and airport.

Police at parade.

Block off ½ of each side (North & South Bluff) for games and large vendors.

Block off 100 block of N Jennings, north of Larry's parking lot for food vendors. Will need barricades.

Craft vendors will set up on both sides of the 100 block of E Main.

Request exemption for food vendor permits. a 4/5/22 Comm. Mtg.)

Use of 10 cones from city at Airport – 3 cones for F-4 Flight simulator and barricades.

F-4 Flight Simulator will be in front of BancCentral (need electric turned on). Parade – Main Street.

Activities at airport include: kite festival, powered parachutes, hot air balloon rides, tethered hot air balloon rides and food vendors.

City of Anthony

LEASE AGREEMENT

THIS Lease Agreement ("AGREEMENT") is made and entered into effective as of the date of its execution by the last of the parties hereto to execute the same, by and between the City of Anthony, Anthony, Kansas

("LESSOR"), and Tracy Copenhaver ("LESSEE").

WITNESSETH:

Whereas, LESSOR owns and operates the Anthony Municipal Airport ("Airport"), and the LESSOR is willing to lease to the LESSEE certain premises hereinafter more fully described and located on said AIRPORT upon the terms and conditions stated herein.

NOW THEREFORE, in consideration of the covenants and agreements herein contained, LESSOR leases to LESSEE the real estate described as follows:

The West 123.27 feet of the South 105.00 feet of Lot Six (6) at Anthony Municipal Airport (Legal Description attached as "Exhibit A – Land Lease")

Hereinafter referred to as the ("LEASED PREMISES"), subject to the provisions and for the consideration hereinafter stated.

- 1. <u>TERM</u>: The Term of this AGREEMENT commences on the 15th day of March 2022, and terminates on the 31st day of December 2054 ("INITIAL TERM"). Provided that the LESSEE is in compliance with all the terms and conditions of this AGREEMENT, LESSEE shall have the option to extend the INITIAL TERM of the AGREEMENT for one successive thirty (30) year period ("OPTION TERM") upon written notice given to and accepted by LESSOR not less than sixty (60) days prior to the last day of the Initial Term.
- 2. USE OF THE LEASED PREMISES: Allowable uses include: aircraft hangaring, tie down of the aircraft, aircraft maintenance, aircraft fueling or defueling, aircraft and parts sales, aircraft washing, other legal aeronautical business, and/or other related uses of the LESSEE. LESSEE hereby agrees that the LEASED PREMISES shall be utilized primarily for the following purpose(s): _ and has submitted plans and specifications and received approval for such use. LESSEE shall not change this use without first submitting plans and specifications to make said request and obtaining LESSOR'S written consent and approval. The installation, operation, and storage of flammable fuel and/or storage tanks is prohibited, if the fuel being stored is available on the airport from the LESSOR. The installation, operation and storage of flammable fuel and/or storage tanks for fuels other than those available from the LESSOR is permitted with the following conditions: 1) LESSEE must meet all current requirements and regulations for the storage and dispensing of fuel as set forth by KDHE; 2) LESSEE must meet all requirements as set forth in the LESSOR's Spill Prevention Control and Countermeasure Plan for the airport; 3) no underground fuel storage is permitted, and 4) at such time that the LESSOR would begin to provide the fuel that the LESSEE is storing and dispensing, the LESSEE shall remove at their own expense all storage and dispensing equipment and facilities. Exemptions from the requirement to purchase fuel available on the airport can be granted for Agricultural Spray Operations due to simultaneous fueling and chemical loading needs. LESEE's

receiving said exemption are still required to follow the installation, operation, and storage conditions listed above.

- 3. <u>AIRPORT</u>: LESSOR reserves the right (but shall not be obligated to LESSEE) to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport. LESSOR reserves the right further to develop or improve the landing area and all publicly owned air navigation facilities of the Airport as it sees fit, without interference or hindrance. LESSOR reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction.
- 4. <u>RENT</u>: LESSEE agrees to pay LESSOR as rent for the LEASED PREMISES \$0.05 per square foot equaling \$ **647.17 annually** for the term(s) of this AGREEMENT based on the LEASED PREMISES being **12,943.35 square feet**. Annual rent payments shall be due by January 1 of each calendar year with the initial payment due at signing pro-rated to December 31st of the current year. The rent payable by LESSEE maybe increased annually by a percentage amount equal to the percentage increase ("Increase") in the Consumer Price Index ("CPI"). The Increase in the CPI shall be measured by comparing (a) the CPI figure in effect on the first month of the applicable year against (b) the CPI figure in effect on the first day of the prior year of the AGREEMENT. In no event shall such annual increase exceed three percent (3%).

All payments shall be made in advance of the first day of each year to LESSOR or to such agents and at such places as LESSOR shall designate.

- 5. <u>UTILITIES</u>: LESSEE, at its expense shall pay for electricity, water, and gas ("UTILITIES") charges to the LEASED PREMISES. LESSOR shall not be liable under any circumstances for loss or injury to property or persons occurring through, in connection with, or incidental to the furnishing of UTILITIES.
- 6. <u>ALTERATIONS</u>: LESSEE shall make no alterations, additions, or improvements without first obtaining LESSOR'S written consent and approval of applicable plans and specifications prior to beginning any work. Unless otherwise provided by written agreement, all alterations, improvements, and changes be done at the cost of LESSEE, shall be the property of LESSEE, and shall remain upon and be surrendered with the LEASED PREMISES at the termination of this AGREEMENT if not removed or sold within 90 days of the date of notice of termination. All property remaining after said 90 days shall become property of the City of Anthony Municipal Airport.
- 7. MAINTENANCE: LESSEE agrees to and shall keep the LEASED PREMISES in good repair, and shall be responsible for making all necessary repairs except such as may be required as a result of damage caused by the negligent and/or willful acts of LESSOR, LESSOR'S officers, directors, representatives, employees, agents, servants, invitees, patrons, customers, contractors, vendors, subcontractors, passengers, successors, assigns, and/or suppliers. Subject to Article 10, LESSEE shall, at its sole cost and expense, make such repairs. The LESSOR will be responsible for mowing the LEASED PREMISES; however, the LESSEE shall be responsible for weed-eating and weed-control two (2) feet out from the buildings located on the LEASED PREMISES all the way around said buildings.
- 8. <u>CONDITION OF PREMISES</u>: LESSEE acknowledges and agrees that the LEASED PREMISES is in a good and tenantable condition, and LESSEE further agrees, at the termination of this AGREEMENT, to surrender the LEASED PREMISES to LESSOR in as good condition and repair as reasonable and proper use thereof during the term of this AGREEMENT will permit, ordinary wear and tear excepted. LESSOR shall keep and maintain in good order, condition, and repair the buildings located on the LEASED PREMISES.
- 9. <u>LESSEE'S CONDUCT</u>: It is understood and agreed that LESSEE will not knowingly use or permit upon the LEASED PREMISES anything that will invalidate any policies of insurance now or hereafter carried on

the LEASED PREMISES or that will increase the rate of insurance on the LEASED PREMISES; that LESSEE will not use or permit upon the LEASED PREMISES anything that may be dangerous to life or limb; that LESSEE will not in any manner deface or injure the LEASED PREMISES or any part thereof.

LESSEE agrees to comply with the laws of the United States, this State, all local ordinances and resolutions, and all rules and regulations adopted and/or amended from time to time by LESSOR or the FAA for the operation of the Airport and conduct on, in or around the LEASED PREMISES and the Airport. LESSEE agrees to timely make any report required by any governmental body or regulatory agency having jurisdiction of said Airport, said report to be made to the proper agency or governmental body with a copy to LESSOR.

LESSEE agrees to not overload the floors or permit anything to be done upon the LEASED PREMISES in any way creating a nuisance.

Within ten (10) days after receipt, LESSOR and LESSEE shall advise the other party in writing, and provide the other with copies of (as applicable), any notices alleging violation of any applicable laws relating to any portion of the LEASED PREMISES; any claims made or threatened in writing regarding noncompliance with applicable laws and relating to any portion of the LEASED PREMISES; or any governmental or regulatory actions or investigations instituted or threatened regarding noncompliance with any applicable laws and relation to any portion of the LEASED PREMISES.

- 10. <u>INDEMNIFICATION</u>: Except as expressly otherwise stated in this AGREEMENT, LESSEE covenants and agrees, as further consideration for this AGREEMENT that it shall indemnify, release and save harmless LESSOR, LESSOR'S officers, directors, representatives, employees and/or agents from and against any and all claims, costs, damages, suits, causes of action, judgments, loss of or damage to property, and/or injuries to or death of any person or persons sustained in, on or about the LEASED PREMISES or the Airport property, to the extent such loss arises from the negligent and/or willful acts of LESSEE, LESSEE'S officers, directors, representatives, employees, agents, servants, invitees, patrons, customers, contractors, vendors, subcontractors, passengers, successors, assigns and/or suppliers.
- 11. <u>WAIVER OF LESSEE'S DAMAGES</u>: LESSOR shall not be liable to LESSEE for any act or negligence of any of LESSOR'S tenants or by the owner or Lessee of adjoining or contiguous property to the LEASED PREMISES.
- 12. <u>INSURANCE REQUIRED</u>: LESSEE shall obtain and keep in full force during the term of this lease, including any extension thereof, liability insurance with limits of at least \$1,000,000 and property insurance in an amount sufficient to cover Section 13 of this AGREEMENT. The City of Anthony/Anthony Municipal Airport shall be listed as an additional insured on said insurance and a certificate verifying such shall accompany this lease at the time of signing.
- 13. <u>DAMAGE TO PROPERTY</u>: LESSEE shall, at LESSEE's expense, be responsible to repair, reconstruct, or remove any such structures owned by LESSEE, or repair any such land owned by LESSOR, in accordance with City Code requirements, which has been damaged by fire or other casualty and in the event of removal of such structures, return said property to original condition as described in section eight of this AGREEMENT.
- 14. <u>ENTRY BY LESSOR OR AGENT</u>: LESSEE shall permit LESSOR, its agents and representatives to enter the LEASED PREMISES by passkeys, or otherwise, to examine the same upon reasonable written notice and at reasonable times or to show the LAND to persons wishing to lease the same, and to place on

the door and walls of the LEASED PREMISES a "For Rent" notice for two (2) months prior to the termination of the AGREEMENT if deemed necessary by LESSOR.

15. <u>RE-ENTRY FOR BREACH – RE-LETTING</u>: In the event of any breach or default of this AGREEMENT by LESSEE, then LESSOR, in addition to any other rights or remedies it may have, shall have the immediate right of re-entry and may remove all persons and property from the LEASED PREMISES. Such property may be removed and stored in any other place on LESSOR'S premises and facilities, or in any other place, for the account of, and at the expense and the risk of, LESSEE. LESSEE agrees LESSOR shall not be deemed guilty of trespass for such re-entry and herby expressly waives and releases LESSOR of and from any loss or damage, which may be occasioned by such re-entry. Should LESSOR elect to re-enter, as herein provided, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, it may either terminate this AGREEMENT or it may from time to time, without terminating this AGREEMENT, re-let the LEASED PREMISES or any part thereof for such term or terms and at such rental or rentals and upon such other terms and conditions as LESSOR in its sole discretion may deem advisable, with the right to make alterations and repairs to the LEASED PREMISES. Rentals received by LESSOR from such re-letting shall be applied first to the payment of rent then due and unpaid hereunder; second, to the payment of any indebtedness, other than rent, due hereunder from LESSEE to LESSOR; their, to the payment of any cost of such re-letting; fourth, to the payment of the cost of any alterations and repairs to the LEASED PREMISES, and the residue, if any, shall be held by LESSOR and applied in payment of future rent as the same may become due and payable hereunder. Should such rentals received from such re-letting during any month be less than that agreed to be paid during that month by LESSEE hereunder, then LESSEE shall pay such deficiency to LESSOR. Such deficiency shall be calculated and paid monthly. No such re-entry or re-taking possession of the LEASED PREMISES by LESSOR shall be construed as an election on its part to terminate this AGREEMENT, unless a written notice of such intention be given to LESSEE, or unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any such re-letting without termination, LESSOR may at any time hereafter elect to terminate this AGREEMENT for such previous breach.

16. EVENTS OF DEFAULT: The following shall constitute a material default on the part of the LESSEE:

- (A) The failure of LESSEE to pay and deliver to LESSOR any LESSEE payment after same is due and within ten (10) days after written demand by LESSOR.
- (B) The failure of LESSEE to comply with any other provision of this AGREEMENT as soon as is reasonably practical and in any event within thirty (30) days after written demand by LESSOR, except that if any non-monetary failure is not capable of being cured within such thirty (30) day period, LESSEE shall be given a reasonable time to cure such failure so long as LESSEE has timely commenced curing such failure within the thirty (30) day period and thereafter diligently proceeds to completely cure such failure as soon as possible.
- (C) If any voluntary or involuntary petition or similar pleading under any section or sections of any bankruptcy act shall be filed by or against LESSEE or any voluntary or involuntary proceedings in any court shall be instituted to declare LESSEE insolvent or unable to pay LESSEE'S debts, and in the case of an involuntary petition or proceeding if same is not dismissed within ninety (90) days from the date it is filed, or if LESSEE makes an assignment for the benefit of its creditors, or if a receiver is appointed for any property of LESSEE or if LESSEE'S leasehold interest is levied upon under execution or is attached by process of law, and not discharged or dismissed within ninety (90) days, or LESSOR adequately secured by bond or otherwise.

- 17. <u>BUILDING RESTRICTION LINE</u>: This lease is made with the stipulation that if the improvements on the LEASED PREMISES are currently within the Building Restriction Line as of the date of the executed LEASE AGREEMENT and need to be relocated or removed at a later date, then they will be moved at the LESSEE'S expense when necessary or required by the LESSOR, KDOT, FAA, or any other governmental entity with such jurisdiction to require the relocation or removal of the improvements. However, if the improvements on the LEASED PREMISES are not currently within the Building Restriction Line as of the date of the executed LEASE AGREEMENT but become part of a designated Future Building Restriction Line due to FAA requirement and/or the expansion of the Airport, then the improvements will be relocated to another location at the Airport at the LESSOR'S expense. In the event that it is not possible to relocate the improvements, then the LESSOR will purchase the LESSEE'S improvements on the LEASED PREMISES at fair market value, determined by the appraisal of the improvements by three appraisers, one selected each by the LESSOR and the LESSEE and the third selected by the two previously selected appraisers, with the appraisal being paid for by the LESSOR.
- 18. <u>SUBLEASE</u>, <u>ASSIGNMENT</u>, <u>SALE</u>, <u>OR TRANSFER</u>: The LESSEE shall not sublease, assign, sell or transfer this contract agreement or any right hereunder to any person, corporation, or association, without prior written consent by the LESSOR. Such sublease, assignment, sale, or transfer without the prior written consent of the LESSOR shall be grounds, at the option of the LESSOR, for the LESSOR to immediately terminate this contract agreement.
- 19. <u>ABANDONMENT</u>: LESSEE shall not vacate or abandon the LEASED PREMISES at any time during the term of the AGREEMENT without the prior written consent of the LESSOR.
- 20. <u>CONDEMNATION</u>: If the whole or any part of the LEASED PREMISES shall be taken or condemned by any competent authority for any public or quasi-public use or purpose, then, and in that event, at LESSEE'S option, the term of this AGREEMENT shall cease and terminate from the date when the possession of the part so taken shall be required for such use or purpose, the award to be shared by LESSEE and LESSOR based upon the remaining term of the Lease. The current rental, however, shall in any case be apportioned in the same manner as provided hereinbefore in Section 13.
- 21. <u>SIGNS</u>: LESSEE shall not have the right to install signs on the LEASED PREMISES or anywhere else on the Anthony Municipal Airport premise without the written consent of the LESSOR. All signs shall comply with Federal Aviation Administration regulations and City of Anthony and Anthony Municipal Airport regulations.
- 22. <u>WAIVER</u>: The waiver by LESSOR of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of any subsequent breach of the same or other term, covenant, or condition herein contained. The acceptance of rent hereunder shall not be construed to be a waiver of any breach by LESSEE of any term, covenant, or condition of this AGREEMENT.
- 23. <u>COMPLIANCE WITH LESSOR'S RULES AND REGULATIONS</u>: LESSEE agrees to abide by all rules and regulations which LESSOR may issue from time to time for the purpose of safety and fire protection relating to the LEASED PREMISES.
- 24. <u>TAXES</u>: LESSEE shall pay all real estate taxes accruing against the LEASED PREMISES, if any, during the term of this AGREEMENT.
- 25. <u>NOTICES</u>: Any notices or demands required or permitted by law or any provision of this AGREEMENT, shall be in writing and mailed by United States mail, postage prepaid, registered, or certified mail with return receipt requested, to the following addresses:

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City of Anthony P.O. Box 504 Anthony, KS 67003

TO LESSEE:

NAME	
ADDRESS	
CITY, STATE ZIP CODE	

26. GENERAL PROVISIONS:

- A. LESSEE shall not use, or permit the use of, the LEASED PREMISES, or any part thereof, for any purpose or use other than those authorized by this AGREEMENT.
- B. This AGREEMENT shall be governed by the laws of the State of Kansas.
- C. This AGREEMENT is made for the sole and exclusive benefit of the LESSOR and LESSEE and is not made for the benefit of any third party.
- D. In the event of any ambiguity in any of the terms of this AGREEMENT, it shall not be construed for or against any party hereto on the basis that such party did or did not author the same.
- E. All covenants, stipulations and agreements in this AGREEMENT shall extend to and bind each party hereto, and its legal representatives.
- F. This AGREEMENT shall not become effective until it has been fully and properly executed by both parties hereto.
- G. The titles of the several sections of this AGREEMENT are inserted herein for convenience only and are not intended and shall not be construed to affect in any manner the terms and provisions hereof, or the interpretation or construction thereof.
- H. The LESSEE and any of his or her representatives do hereby covenant and agree as a covenant running with the LEASED PREMISES that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this AGREEMENT for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the LESSEE shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.
- I. The LESSEE and any of his or representatives do hereby covenant and agree as a covenant running with the LEASED PREMISES that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such LEASED PREMISES and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from

participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the LESSEE shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

- J. The provision of this AGREEMENT shall be severable and if any provision shall be invalid, void, or unenforceable, in whole or in part, for any reason, the remaining provisions shall remain in full force and effect; provided the purpose of the remaining valid, effective, and enforceable provisions is not frustrated; and provided further that no party is substantially and materially prejudiced thereby.
- K. This AGREEMENT contains the entire agreement of the parties and supersedes any and all prior agreements between the parties, either written or oral, with respect to the transactions contemplated hereby. It may not be changed or terminated orally but may only be changed by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension, renewal, discharge, or termination is sought.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day, month and year first above written.

LESSOR: City of Anthony	LESSEE: Tracy Copenhaver
Mayor	
Date:	Date:
ATTEST:	WITNESS:
City Clerk/Administrator	
Date:	Title:
	Date:

Dec-21	Energy	% energy	Cost (\$/MWh)	Injection (DA or RT) \$/MWh	
Anthony Load	2704				
NextEra	1488	55%			
SPA	42	2%			
Buckeye	352	13%			
Winter NextEra	794	29%	\$ 81.52	\$ 31.19	\$ 39,941.89
Integrated Market	29	1%			
	2704				\$ 179,953.38

Jan-22	Energy	% energy	Cost (\$/MWh)	Injection (DA or RT) \$/MWh	
Anthony Load	3102				
NextEra	1488	48%			
SPA	42	1%			
Buckeye	338	11%			
Winter NextEra	794	26%	\$ 81.52	\$ 34.33	\$ 37,451.36
Integrated Market	440	14%			
	3102				\$ 187,910.62

Feb-22	Energy	% energy		Cost (\$/MWh)	Injection (DA or RT) \$/MWh	
Anthony Load	2739					
NextEra	1344	49%	entuine IIX-uu E			
SPA	52	2%				
Buckeye	374	14%				
Winter NextEra	717	26%		\$ 81.52	\$ 30.85	\$ 36,317.06
Integrated Market	252	9%				
	2739					\$ 153,896.42

Re: City Clerk/Administrator Report 3/15/22

NOTE: I will be out of town Wednesday through Monday of this week. I will have my cell and plan to be reachable any time so feel free to call.

CONSENT AGENDA

- 1. Approve Regular Meeting Minutes of March 1st, 2022
- 2. Special Appropriations:

Fund #79 Sewer Imp - EBH \$7,500 - Design for Cell 1 C20-3005-01

Fund #34 Capital Airport - EBH \$4,143.04 - Engineer hours

Fund#34 Capital Lake Maint & Imp - EBH \$393.75 - RV Dump

- 3. Appropriation Ordinance No. 6108 \$82,191.10
- 4. Approve 3.15.22 Payroll \$51,940.03
- 5. Approve SRLF Drawdown #4 \$7,500 WWTF Cell 1 Repair C20-3005-01
- 6. Approve KDOT Aviation FY23 Grant Agreement AV-2023-17 \$252,450.00 with the City Contributing \$28,050.00 in Matching Funds

This is the agreement for the AWOS and Beacon, see Admin report notes below.

PUBLIC HEARINGS - NONE

REGULAR BUSINESS

7. Transient Guest Tax Committee Recommendation of \$8,000 to the Anthony Chamber for the 2022 Annual Sunflower Balloon Fest - Bette DeMeritt/Susan Croft

Application submitted by the Anthony Chamber for the Annual Sunflower Balloon Fest to be held May 6, 7 and 8, 2022, for \$8,000. TGT balance is \$9,099.58. Transient Guest Tax committee recommends approval.

8. 2022 Sunflower Balloon Fest Requests - Anthony Chamber

Beth Farmer will be present to ask for the city to approve the activity/needs list for the Balloon Fest. Beth does not have the vendor list yet and did not want to wait until the April 5^{th} meeting to present this request list so she will be present at this meeting and then back on the 5^{th} to have you approve her vendor list.

9. Approve Airport Land Lease Agreement Tracy Copenhaver (Portion of Lot 6)

Re: City Clerk/Administrator Report 3/15/22

The attached lease is the updated version as approved by the Commission. Mr. Copenhaver has provided proof of the required insurances.

- 10. 2022 Health Insurance Renewal
- 11. Camp Host 2022
- 12. February Power Costs Winter Nextera
- 13. Appoint Non-Resident Law-Enforcement Officer Nathaniel Houston as Deputy Chief

Admin's Report:

- 1. Airport AWOS and Beacon Grant KDOT announced the 2022 award recipients, and the City of Anthony has been approved for the grant to replace the beacon and install the new AWOS system in the amount of \$252,450. Exciting! A copy of the announcement is attached so you can see the other projects that were also awarded. No work can begin on the project until the start of the FY23 year which begins July 1, 2022.
- 2. Housing/Economy of Kansas we need to grow. We will need to be intelligent and proactive and intune with what is happening across the state. I need available time to attend more meetings, make connections I hope this isn't another direction I know we need to go but never get there because I'm too busy doing other work an dnot being an administrator. Just please keep this in mind as I try to get that direction.
- 3. RV Dump Station/Floodplain Mapping Update The new floodplain mapping update for Harper County does show the 500-year floodplain in the same location as the new RV Dump station. Critical facilities (which includes city sewer pumping stations) are subject to regulation in the 500-year floodplain. Technically today, the design and location are compliant because this floodplain is not legally there until the new maps become official. However, it is easier to make some minor adjustments now while we are installing the station, making them compliant later when the maps are adopted. Therefore, I have attached to the Admin report a copy of an edited design for the RV Dump station that shows some hand drawn minor adjustments (increasing the elevation of the electrical panels and barrel height, and adding an iron valve to prevent floodwater entry). We will be incorporating these changes into the installation.
- 4. Staffing The city welcomes a new Deputy Chief of Police, Nate Houston, to the force. Nate's first day will be March 28th. Nate, a former employee of the City of Anthony and Harper County Sheriff's department is a lifelong HP CO resident.
- 5. HP CO STRONG This committee is rolling out their challenge to individuals to do daily, weekly & monthly activates to improve their overall mental health with social, physical,

Re: City Clerk/Administrator Report
3/15/22

financial, career & community goals. Committees were set up for each task to develop the challenges. The communities also developed ideas for different age groups. Jamie from the City of Anthony and Karen from the City of Harper worked on the financial task challenging adults to develop a budget & younger participants to develop a needs & want budget. The challenge has been a County wide collaboration and with the City participating, we continue to support and help work toward a whole community wellness for our communities. Attached in the packet is the roll out article and the 56- day challenge card.

- 6. Powerplant & 138 Sub Operation and Maintenance We are still working to complete this department operations plan however, while KMEA is onsite the week of March 23rd to change out the three regulators the Commission approved to replace (one of which was an explosion hazard according to our latest insurance inspection) we plan to have KMEA perform the 2022 identified maintenance. In addition, unit 2 and 3 step up transformers were identified as having high moisture content. These two transformers are set for replacement in the next few years. When weighing the cost for oil cleaning services against the replacement cost it does not seem very logical to pay for the service now and then replace them. A proposal has been submitted to CHUBB to see if they will accept 6-month monitoring for now and replacement according to our operations plan. We will let you know.
- 7. WWTF Cell One Sewer Repair C20-3005-01 KDHE did approve the bid for Dondlinger and the Mayor signed the "Notice to Award" to officially start the project. We have a lot of other documents to prepare but will be getting the project officially started and underway according to the project timeline.
- 8. Department Activities:

Street –
Cutting trees
Grading Roads
Replaced some street signs
Picked up tree limbs around town
Pushed up brush pile east of town
Helped line crew with poles northwest of town

Water/WW –
Rounds
Locates
Maintenance on Vac truck
Turn offs and just reads
Repaired lock in airport lounge

Re: City Clerk/Administrator Report 3/15/22

Attended a safety meeting

Repaired fence at water tower

Unloaded salt at water plant

Installed pipe at golf course for irrigation on the wells, working on plumbing the tanks

Electric Distribution -

Took down 3 14.5kv 333kva regulators to recycle

Took catalyst doors off engine #3 at the Power Plant

Had scheduled outage for the east side of the lake for maintenance

Moved pole bunks around for upcoming shipment of poles

Report of dimming lights at 324 N. Bluff. Unknown Cause as of now

Took down temporary service 6 miles north and 1.5 miles west for Venture Corp.

47 Door knockers

Locates

Cut 5 tree's for Street Dept. (Tree List)

Set 2 power poles for Dan and Beth Farmers new service at 60 NW 30 RD

Had outage at 735 NE 40 RD. Cause was unknown

9 Non Pay Turn Off Orders

Turn On-Off Orders

Staked power pole line for new bridge R/W at 30 Rd and 30 Ave.

Staked anchor location for Western Farmers Tie line SW 10 Ave. and SW 60 Rd.

Fixed Siren at tennis court. (Bad Coax)

Worked on siren on West Hays St. (Replaced batteries and reset programmer)

KMU Meeting over Arc Flash and Evaluations

Fixed broken primary strand's 7 miles east and 3 miles north

Worked on siren at the lake.

Put up batting cages at ballfield

Set 2 power poles and strung 3 phase primary wire 3 miles north and 3 miles west for bridge R/W

Replaced 1 power pole 3 miles north and 5/8 of a mile west

Set 2 anchors 6 miles south and 1 mile west for removal of old 14.5 feeder line.

Electric Production –

We started off the week with meeting after meeting and then another meeting, I had guy's help the line crew as well as at the shop to help get mower services caught up.

We worked on #3 radiator on a couple water leaks, we still have two valves to replace with new ones and it should be ready to go.

We had a controller burn up on #2 radiator and we are waiting on a new controller to make repairs, this event caused a main breaker to trip that feeds station power to that engine room so it was good hands on training for our new hands.

The boy's pulled the motor off of the plant grasshopper mower and put a new charging system on the engine, put it back together and we will try to get another season out of it.

The guy's trimmed trees up around the houses but still have some more to get done.

Re: City Clerk/Administrator Report 3/15/22

We used the cold weather time to do some training with the new hands.

Worked on scheduling the regulator swap out at the plant and some breaker maintenance in the switch gear that is in the five year plan.

Worked on more of the report for the five year plan with Naaman and we will be working on this continually.

We are about to get the new fiber optic to the plant so with ant luck our computers will work more than 50% of the time.

Normal everyday cleaning and care of the plant and the surrounding area.

Mechanic -

Air compressor on Rescue Replace alternator on big bucket truck Diagnose front end issues on Dodge dump bed and order parts Work on completing airport car Services on several vehicles Eisenhower State Office Building 700 SW Harrison Topeka, KS 66603



phone: 785-296-3585 fax: 785-368-7415 www.ksdot.org

Julie Lorenz, Secretary

Laura Kelly, Governor

IMMEDIATE RELEASE March 1, 2022

For more information:

Steve Hale, Steve. Hale@ks.gov, 785-217-5091

KDOT announces aviation projects selected for funding

Topeka – Thirty-six projects have been selected for Kansas Airport Improvement Program (KAIP) funding for the purpose of planning, constructing or rehabilitating public use general aviation airports.

KAIP receives \$5 million annually through the Eisenhower Legacy Transportation Program, known as IKE, and requires airport sponsors to share in the project costs by paying between 5% and 50% of the total project. The Kansas Department of Transportation's Division of Aviation, which manages the program, considered 145 project applications this year with a combined total project value of over \$78 million.

"The aviation industry brings \$20.6 billion in total economic impact to the State of Kansas," said KDOT Director of Aviation Bob Brock. "The KAIP program helps this important industry remain a vital part of the Kansas economy. That translates into jobs and quality of life for the residents of Kansas."

The selection board identified \$4,968,161 in projects to address the most impactful airport improvements across the state. Please direct any questions to airportquestions@ks.gov.

Communities selected for funding, project and amount awarded include:

Anthony Replace airport beacon and install AWOS - \$252,450

Atchison Construction on new runway 9-27 - \$89,396 **Atchison** Design of primary apron expansion - \$38,000

Atchison Construction of primary apron expansion - \$328,500

Atwood/Rawlins Co. Replace airport beacon - \$72,000

Augusta FOD sweeper unit - \$3,998

Augusta Fuel farm equipment safety and environmental improvements -

\$10,058

Augusta Small crack sealant melter/applicator unit with a pallet of

rubber crack filler material - \$2,820

Beloit Replace outdated (2008) AWOS system - \$180,000

Benton AWOS upgrade and service - \$ 7,920

Colby Construction of D32 taxiway to new business hangar -

\$108,000

Dodge City Replace airfield generator - \$72,000

Ellsworth Replace lightning damaged and aging AWOS system -

\$242,550

Emporia Paving materials to extend runway length to no less than 5,002

feet - \$75,000

Fort Scott Install electronic gate/keypad for security access & wildlife

control - \$21,250

Goodland Pavement preservation on runway 12-30, replace joint seal on

50% of concrete pavement, repaint runway 12-30 and portion

of GA apron - \$409,050

Herrington Replace airport beacon - \$18,000

Hutchinson Design hangar improvements to accommodate water bomber

storage - \$9,500

Hutchinson Construct hangar improvements to accommodate water

bomber storage - \$85,850

Iola/Allen Co. Pavement preservation of runway 1-19 and remarking -

\$477,000

Leoti Install turnaround lights on ends of runway 17/35 - \$72,000

Olathe/IXD Pavement maintenance materials - \$ 14,400

Olathe/OJC Consolidate airfield electrical service equipment in one

electrical vault - \$378,000

Olathe/OJC Pavement maintenance materials - \$14,400

Phillipsburg Replace aging existing AWOS - \$207,900

Rose Hill Runway/taxiway repair and pavement preservation entire

airfield - \$87,120

Smith Center Design installation of an AWOS with P/T - \$ 47,500

Smith Center Construct installation of an AWOS with P/T - \$306,000

Stockton/Rooks Co. Design replacement of AWOS A/V with AWOS III-P/T -

\$47,500

Stockton/Rooks Co. Construct replacement of AWOS A/V with AWOS III-P/T -

\$256,500

Sublette Crack sealing and runway marking of runway 17-35 - \$ 27,000

Syracuse/Hamilton Co. Design pavement preservation and marking for runway 13-31

and apron - \$38,000

Syracuse/Hamilton Co. Construct pavement preservation/marking for runway 13-31

and apron - \$180,000

Winfield Replace aging existing generator that feeds airfield lighting and

navaids - \$270,000

Ulysses/Grant Co. Design 100LL replacement/installation of new Jet-A self-serve

fuel facility - \$80,750

Ulysses/Grant Co. Replace 100LL and install Jet-A self-serve fuel facility -

\$437,750

###

This information can be made available in alternative accessible formats upon request.

For information about obtaining an alternative format, contact the KDOT Office of Public Affairs,

700 SW Harrison St., 2nd Fl West, Topeka, KS 66603-3754 or phone 785-296-3585 (Voice)/Hearing Impaired – 711.

Click below to connect to KDOT's Social Networks:



Are you Harper County Strong? Your chance is coming soon! BE HPCO STRONG, a 56 day challenge encouraging a strong wellness mindset for Harper County's residents, will launch March 27th. This challenge is being presented by Harper County Strong, a collaborative effort of USD361, USD511, the cities of Anthony, Attica and Harper, Harper County, Harper County Extension, Patterson Health Center and the Health Foundation. HPCO STRONG's goal is to make Harper County stronger through better communication, education and unity. "I believe this challenge will make all of us stop and think about being more purposeful in our personal lives and in how we can make Harper County better." said Shelly Hansel, Harper County Community Development Director.

The challenge will include a list of activities for participants of all ages to try to complete. Some will be daily, others will be weekly and some will be completed only once or twice. The challenges are based on the 5 elements of wellbeing as suggested in research by Rath and Harter: Purpose, Financial, Physical, Social, and Community. Participants may choose to complete challenges in all areas, or choose just one or two. The challenge will begin on March 27 and end on May 20. "I am excited to have the Harper County Strong Challenge take place at the same time as our annual Walk Kansas program. I think it will add extra motivation for community members to focus on their health!" said Christy Reel, Harper County Extension Agent. Harper County currently ranks in the bottom 10% of healthy counties in Kansas according to countyhealthrankings.org

Friday evening, May 20th a HPCO STRONG Challenge celebration will be held at the Anthony Lake. This free, family friendly event will include games, food trucks, music

and prizes for those who took the challenge. An exciting part of the evening will be the Glow Run, a 5K run/walk. There will be an entry fee for the 5K.

HPCO STRONG Challenge packets will be available March 14 at city offices, wellness centers, the Clerk's Office in the courthouse and other locations around the county.

Join the HPCO STRONG Facebook group to learn more. "I hope this challenge will continue to unite our county and help us all grow individually and collectively!!" said Hansel.

	3/27/22	3/28/22	3/29/22	3/30/22	77.7	4/2/22	4/3/22	4/4/22	4/5/22	4/6/22	4/7/22	4/8/22	4/9/22	4/10/22	4/11/22	4/12/22	4/13/22	4/14/22	4/15/22	4/16/22	17/22	4/18/22	4/19/22	4/20/22	21/22	22/22	23/22
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8 cups of water a day																											
Eat 2 cups of fruits and veggies/day																											
Social																											
Lunch or coffee with a new acquaintance] [
Join a friend for a workout																											
Invite a friend (church, Wed UMC dinner,)																											
Join community activity (bowling league, Tues/Fri 6a bball)																											
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Daily new word																											
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Random Act of Kindness																											
Attend a community event																											

To: Anthony City Commission Re: Chief of Police report

From: Kenny Hodson Date: 03-15-2022

We served a search warrant in the 400 block of N. Penn

We investigated a theft in the 200 Block of N. Franklin

We investigated a theft in the 200 block of E. Main

We investigated one minor traffic accident

We helped the Sheriff's department make an arrest at sky palace