



City Commission Regular Meeting

Tuesday, August 15, 2023 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

1. Employee Promotion Recognition - Bryan Struble promoted to Street Department Head

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

2. Approve August 1, 2023 Regular Meeting Minutes
3. Appropriation Ordinance No 3172 \$348,158.65
4. Approve 08.15.2023 Payroll \$83,966.16
5. Request to Obtain Bids for Class 3 Wood Electric Poles: 10 - 30', 39 - 35', and 31 - 40'
6. Approve FAA Grant Agreement ANY-CEG-3-20-0002-015-2023 Turf Runway and Direct City Administrator to Execute all Project Documents

PUBLIC HEARINGS - NONE

REGULAR BUSINESS

7. Bid Opening Demolition Bids
8. Untable Bid Opening Street Signs
9. CT Calibration Tester - Jerry Angle
10. Interconnection Standards
11. Approve Banner Bids
12. Approve Transient Guest Tax Committee Recommendation to Anthony Disc Golf Club - \$500

13. 2024 Budget Review

STAFF REPORTS

[14.](#) Administrator Report

[15.](#) Superintendent Report

[16.](#) 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, August 01, 2023 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

Administrator Cyndra Kastens, Deputy City Clerk Sherri Miller, Superintendent Randy Moore, Police Chief Kenny Hodson, Joe and Donna Crowe.

- 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 July 18, 2023 Regular Meeting Minutes
2. Approve July 20, 2023 Special Meeting Minutes
3. Appropriation Ordinance No 3171 \$119,578.92
4. Approve 08.01.2023 Payroll \$67,459.11
5. Approve Reappointment to Housing Authority for Connie Copenhaver, Brian Waldschmidt and Karl Berry - Terms to expire 2025

Mayor Cleveland asked if any items should be pulled from the consent agenda for further review. 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

6. Bid Opening Street Signs

Mayor Cleveland opened the two bids received for Street Signs. A motion was made to table the bids until the August 15, 2023 meeting.

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

There was further discussion after the motion was passed.

7. Resolution No. 1131 Continuation of Health Insurance for Retirees

RESOLUTION NO. 1131

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ANTHONY, KANSAS AMENDING ARTICLE F, SECTION F-9 HEALTH CARE PROGRAM AND ARTICLE I SEPARATION FROM CITY EMPLOYMENT, BY ADDING LANGUAGE TO ALLOW CONTINUATION OF HEALTH INSURANCE COVERAGE FOR RETIREES OF THE CITY OF ANTHONY'S PERSONNEL POLICIES AND GUIDELINES

WHEREAS, it is beneficial for the City of Anthony to have updated written and adopted Personnel Polices and Guidelines;

AND WHEREAS, the City of Anthony desires to provide the opportunity for the continuation of health care coverage for retiring employees;

AND WHEREAS, the City of Anthony's Personnel Policies and Guidelines needs to be amended to reflect new and updated City policies.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF ANTHONY, KANSAS:

Section 1. The following shall be added to Article I Separation from City Employment:

I-8 Continuation of Health Insurance for Retiring Employees. Employees retiring from the City, under age 65, shall be eligible for continued participation in the City's Health Insurance Plan in accordance with the provisions of K.S.A. 12-5040 et. seq. and amendments thereto, and by meeting all of the following conditions:

- (a) The employee has a minimum of ten (10) years employment. Years of employment include employment with any local government entity.

- (b) The employee must submit a completed Form 18 – Retiree Request to Continue Health Coverage to the City Clerk within 30 days following the retirement date of the employee.
- (c) The employee shall pay the full cost of the premium. Premium is payable to the City of Anthony by the 15th day of each month prior to the month of coverage eligibility.
- (d) Coverage is eligible for the retiring employee, their spouse, and dependents. If coverage for the eligible employee was continued at retirement, the covered surviving spouse of the employee may continue under the City’s Health Insurance Plan provided that, all such costs and premiums for the health insurance are paid by the employee’s surviving spouse as due in section (c) herein. Coverage shall cease to be made available upon (1) the last day of the month prior to the date of birth in which the employee or spouse reaches age sixty-five (65), (2) failure to make required premium payments by the due date, or (3) the retired employee or spouse becoming covered or becoming eligible to be covered under a plan of another employer.
 Dependent children covered under the City of Anthony Health Insurance Plan at the time of the employee’s retirement and where the employee is eligible for retirement in accordance with this section, such dependent children are eligible to continue coverage until the earlier of the retiree or surviving spouse reaching age 65 or the dependent children reaching age 26.

Section 2. The following shall be added to Article F, Section F-9 Health Care Program:

F-9 Health Care Program

- (i) Retirees of the City, under age 65, shall be eligible for continued participation in the City’s Health Care Program in accordance with Section I-8 of Article I Separation from City Employment.

This Resolution shall take effect and be in full force from and after its adoption by the governing body of the City.

ADOPTED by the Governing Body of the City of Anthony, Kansas, this 1st day of August, 2023.

After resolution presentation and insurance discussion, a motion was made to approve Resolution No. 1131 Continuation of Health Insurance for Retirees.

Motion made by Mayor Cleveland, Seconded by Commissioner Eaton.

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

8. Resolution No. 1132 Reinvestment Housing Incentive District
RESOLUTION NO. 1132

A RESOLUTION MAKING CERTAIN FINDINGS AND DETERMINATIONS AS TO THE NEED FOR HOUSING WITHIN THE CITY OF ANTHONY, KANSAS AND SETTING FORTH THE LEGAL DESCRIPTION OF REAL PROPERTY PROPOSED TO BE DESIGNATED AS A REINVESTMENT HOUSING INCENTIVE DISTRICT WITHIN THE CITY.

WHEREAS, K.S.A. 12-5241 *et seq.*, as amended (the “Act”) authorizes any city incorporated in accordance with the laws of the state of Kansas (the “State”) with a population of less than 60,000 to designate reinvestment housing incentive districts within such city; and

WHEREAS, prior to such designation the governing body of such city shall conduct a housing needs analysis to determine what, if any, housing needs exist within its community; and

WHEREAS, after conducting such analysis, the governing body of such city may adopt a resolution making certain findings regarding the establishment of a reinvestment housing incentive district and providing the legal description of property to be contained therein; and

WHEREAS, after publishing such resolution, the governing body of such city shall send a copy thereof to the Secretary of Commerce of the State (the “Secretary”) requesting that the Secretary agree with the finding contained in such resolution; and

WHEREAS, if the Secretary agrees with such findings, such city may proceed with the establishment of a reinvestment housing incentive district within such city and adopt a plan for the development or redevelopment of housing and public facilities in the proposed district; and

WHEREAS, the City of Anthony, Kansas (the “City”) has an estimated population of 2,033 and therefore constitutes a city as said term is defined in the Act; and

WHEREAS, the Governing Body of the City has produced a Housing Assessment Tool report in 2023 (the “Needs Analysis”), a copy of which is on file in the office of the City Clerk; and

WHEREAS, based on the Needs Analysis, the Governing Body of the City proposes to commence proceedings necessary to create a Reinvestment Housing Incentive District, in accordance with the provisions of the Act.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF ANTHONY, KANSAS, AS FOLLOWS:

Section 1. The Governing Body hereby adopts and incorporates by this reference as part of this Resolution the Needs Analysis, a copy of which is on file in the office of the City Clerk, and based on a review of said Needs Analysis makes the following findings and determinations.

Section 2. The Governing Body hereby finds and determines that there is a shortage of quality housing of various price ranges in the City despite the best efforts of public and private housing developers.

Section 3. The Governing Body hereby finds and determines that the shortage of quality housing can be expected to persist and that additional financial incentives are necessary in order to encourage the private sector to construct or renovate housing in the City.

Section 4. The Governing Body hereby finds and determines that the shortage of quality housing is a substantial deterrent to the future economic growth and development of the City.

Section 5. The Governing Body hereby finds and determines that the future economic well-being of the City depends on the Governing Body providing additional incentives for the construction or renovation of quality housing in the City.

Section 6. Based on the findings and determinations contained in *Sections 2 through 5* of this Resolution, the Governing Body proposes to establish a Reinvestment Housing Incentive District pursuant

to the Act, within boundaries of the real estate legally described in *Exhibit A* attached hereto, and shown on the maps depicting the existing parcels of land attached hereto as *Exhibit B* (the "District").

Section 7. The City Clerk is hereby directed to publish this Resolution one time in the official City newspaper, and to send a certified copy of this Resolution to the Secretary for the Secretary's review and approval.

Section 8. The Mayor, City Administrator/City Clerk, other City officials and Gilmore & Bell, P.C. are hereby further authorized and directed to take such other actions as may be appropriate or desirable to accomplish the purposes of this Resolution.

Section 9. This Resolution shall take effect after its adoption and publication once in the official City newspaper.

ADOPTED by the Governing Body of the City of Anthony, Kansas, on August 1, 2023.

A motion was made to approve Resolution No 1132 Reinvestment Housing Incentive District.

Motion made by Mayor Cleveland, Seconded by Commissioner Lanie.

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

9. Request for Anthony Lake to Serve as Fire Protection for Harper County EOP

Removed from the agenda due to Anthony Lake not meeting ER standards for this purpose.

10. Approve Tree Board Recommendation to Appoint Bill Moyer to Fill Troy Lankton Term to Expire July 2025 and Reappoint Conna Livingston Term to Expire 2027 and Bryce Osborn Term to Expire 2025

A motion was made to approve the Tree Board recommendation to appoint Bill Moyer to fill Troy Lankton's term to expire July 2025 and to reappoint Conna Livingston, term to expire in 2027 and reappoint Bryce Osborn, term to expire in 2025.

Motion made by Commissioner Hodson Jr., Seconded by Commissioner Smith.

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

11. Health Resolution No. 1130 - 217-221 S. Bluff & 115-117 W. Grant - Bloyer 2023
RESOLUTION NO. 1130

A RESOLUTION AUTHORIZING THE PUBLIC OFFICERS OR OTHER AGENTS OF THE CITY TO ABATE HEALTH NUISANCES AS AUTHORIZED BY ARTICLE 2 OF CHAPTER VII OF THE CITY OF ANTHONY CITY CODE.

WHEREAS, it is in the interest of the City Commission that the health, safety, and general welfare of the citizens of the City of Anthony be maintained;

WHEREAS, that a health nuisance has developed in Lots Thirteen (13) and Fourteen (14) in Block Sixty-Four (64), Original Town, in the City of Anthony, Harper County, Kansas; as shown by the recorded Plat thereof, 217, 221 S. Bluff, & 115 & 117 W. Grant, Anthony, Kansas.

WHEREAS, Notice of Violations have been mailed to the property owner of record by certified mail to David & Dorita Bloyer, 18286 61st Rd, Winfield, KS 67156; Notice was delivered and left with individual on Friday, June 23, 12:45 PM.

WHEREAS, the property owner has not alleviated the alleged violations nor requested a hearing before the City Commission within the time periods specified;

WHEREAS, the public officer and other agents of the City of Anthony presents this Resolution to the City Commission;

BE IT RESOLVED BY THE CITY COMMISSION that the Public Officers and other Agents of the City of Anthony are authorized to abate the conditions causing the violations at the end of August 11, 2023; and

BE IT FURTHER RESOLVED that the cost incurred by the City shall be charged against the Lot or Lots or parcel of ground on which the nuisance or nuisances were located. The City Clerk shall, at the time of certifying other taxes to the County Clerk certify the cost as provided and the County Clerk shall extend the same on the tax roll and it shall be collected by the County Treasurer and paid to the City as other City taxes are collected and paid.

Amount is due from property owner(s) for services rendered by the City of Anthony upon presentation of bill. Failure of property owner(s) to pay amount due may result in the City bringing an action in district court, or causing a special assessment to be levied on the property, or any other manner of collection provided by law.

ADOPTED at Anthony, Kansas, this 1st day of August, 2023.

A motion was made to approve Health Resolution No 1130 for 217-221 S Bluff and 115-117 W Grant - Bloyer 2023.

Motion made by Mayor Cleveland, Seconded by Commissioner Eaton.

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

12. Dangerous Structure Ordinance S-314 Directing Action to Remove 422 N. Massachusetts Williams 2023

A motion was made to approve Dangerous Structure Ordinance S-314 directing action to remove 422 N. Massachusetts Williams 2023.

Motion made by Commissioner Smith, Seconded by Commissioner Lanie. A roll call vote was taken. Mayor Cleveland-Yea, Commissioner Eaton-Yea, Commissioner Lanie-Yea, Commissioner Hodson Jr. - Yea, Commissioner Smith-Yea. Motion passed.

13. Approve July 2023 Court Report

A motion was made to approve the July 2023 Court Report.

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

STAFF REPORTS

14. Administrator Report

The Administrator provided a written report on BASE Grant/HCCF, Water Department, CDBG Grant, Demo Bids, 2023 Budget, SEED Grant, Rural Champion Grant, Solar and JD's Retirement. Commissioners were given documents to review for Behind the Meter Generation Policy & Procedures.

15. Superintendent Report

The Superintendent provided a written report on boat ramp repair, softener heads, contacted KDHE about water tank cleaning regs, permits, lake evergreens and grass, stop sign at Industrial Rd, wheat crop damage and other department activities.

16. Chief of Police Report

- We inspected some properties to be cleaned up
- We served several weed notices
- We investigated a fraud case in the 600 block of E. Evans
- We investigated a harassment by phone case
- We investigated a disturbance in the 200 block of W. Steadman and turned the case over to the CA
- We investigated a CDTP case in the 600 block of N. Anthony and arrested Mathew Clark for CDTP
- We investigated a domestic disturbance in the 200 block of S. Springfield and turned the case over to the CA
- We investigated a fraud case in the 200 block of S. Mass.

EXECUTIVE SESSION - NONE

ADJOURNMENT

A motion was made to adjourn the meeting.

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

Gregory Cleveland, Mayor

Cyndra Kastens, City Clerk/Administrator

REVENUE & EXPENSE REPORT
CALENDAR 8/2023, FISCAL 8/2023

PCT OF FISCAL YTD 66.6%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
	TOTAL REVENUE	1,556.00	973,935.78	1,275,611.00	301,675.22
	TOTAL EXPENSES	93,575.26	837,838.50	1,530,242.00	692,403.50
		=====	=====	=====	=====
	GENERAL OPERATING TOTAL	92,019.26-	136,097.28	254,631.00-	390,728.28-
		=====	=====	=====	=====
	TOTAL REVENUE	54,484.91	701,221.60	1,005,900.00	304,678.40
	TOTAL EXPENSES	59,528.85	548,157.91	1,124,714.00	576,556.09
		=====	=====	=====	=====
	WATER TOTAL	5,043.94-	153,063.69	118,814.00-	271,877.69-
		=====	=====	=====	=====
	TOTAL REVENUE	175,112.93	2,447,427.37	6,364,500.00	3,917,072.63
	TOTAL EXPENSES	242,285.34	2,215,894.75	7,909,884.00	5,693,989.25
		=====	=====	=====	=====
	ELECTRIC TOTAL	67,172.41-	231,532.62	1,545,384.00-	1,776,916.62-
		=====	=====	=====	=====
	TOTAL REVENUE	4,377.71	72,786.55	.00	72,786.55-
	TOTAL EXPENSES	9,582.79	77,058.22	.00	77,058.22-
		=====	=====	=====	=====
	SALES TAX & STATE FEES TOTAL	5,205.08-	4,271.67-	.00	4,271.67
		=====	=====	=====	=====
	TOTAL REVENUE	23,899.23	347,257.52	576,500.00	229,242.48
	TOTAL EXPENSES	19,586.51	269,084.00	570,530.00	301,446.00
		=====	=====	=====	=====
	SEWAGE DISPOSAL TOTAL	4,312.72	78,173.52	5,970.00	72,203.52-
		=====	=====	=====	=====
	TOTAL REVENUE	22,875.02	368,186.80	640,376.00	272,189.20
	TOTAL EXPENSES	40,178.76	319,770.89	693,750.00	373,979.11
		=====	=====	=====	=====
	EMPLOYEE BENEFIT TOTAL	17,303.74-	48,415.91	53,374.00-	101,789.91-
		=====	=====	=====	=====
	TOTAL REVENUE	42,764.36	107,015.74	1,016,502.00	909,486.26
	TOTAL EXPENSES	2,131.34	64,437.24	1,035,120.00	970,682.76
		=====	=====	=====	=====
	AIRPORT TOTAL	40,633.02	42,578.50	18,618.00-	61,196.50-
		=====	=====	=====	=====
	TOTAL REVENUE	.00	841.50	1,033.00	191.50
	TOTAL EXPENSES	.00	713.02	24,191.00	23,477.98
		=====	=====	=====	=====
	INDUSTRIAL DEVELOPMENT TOTAL	.00	128.48	23,158.00-	23,286.48-
		=====	=====	=====	=====
	TOTAL REVENUE	450.00	12,100.00	.00	12,100.00-
	TOTAL EXPENSES	2,250.00	3,900.00	.00	3,900.00-
		=====	=====	=====	=====

REVENUE & EXPENSE REPORT
CALENDAR 8/2023, FISCAL 8/2023

PCT OF FISCAL YTD 66.6%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
	SERVICE DEPOSIT TOTAL	1,800.00-	8,200.00	.00	8,200.00-
	TOTAL REVENUE	.00	41,108.79	57,550.00	16,441.21
	TOTAL EXPENSES	.00	5,788.33	269,525.00	263,736.67
	SPECIAL STREETS & HIGHWAY TOTA	.00	35,320.46	211,975.00-	247,295.46-
	TOTAL REVENUE	.00	75.42	.00	75.42-
	TOTAL EXPENSES	1,073.65	1,073.65	.00	1,073.65-
	PUBLIC RELIEF TOTAL	1,073.65-	998.23-	.00	998.23
	TOTAL REVENUE	.00	90,181.63	.00	90,181.63-
	TOTAL EXPENSES	85,897.40	171,794.80	.00	171,794.80-
	WWTF LOAN 2000 TOTAL	85,897.40-	81,613.17-	.00	81,613.17
	TOTAL REVENUE	.00	116,142.32	.00	116,142.32-
	TOTAL EXPENSES	.00	199,101.48	.00	199,101.48-
	WATER DEBT SERV 2013 TOTAL	.00	82,959.16-	.00	82,959.16
	TOTAL REVENUE	.00	45,286.30	49,281.00	3,994.70
	TOTAL EXPENSES	.00	27,533.75	59,004.00	31,470.25
	BOND & INTEREST TOTAL	.00	17,752.55	9,723.00-	27,475.55-
	TOTAL REVENUE	.00	54,977.46	67,520.00	12,542.54
	TOTAL EXPENSES	.00	54,977.46	67,520.00	12,542.54
	LIBRARY TOTAL	.00	.00	.00	.00
	TOTAL REVENUE	1,410.64	69,833.24	116,951.00	47,117.76
	TOTAL EXPENSES	14,588.06	88,753.21	150,700.00	61,946.79
	RECREATION COMMISSION TOTAL	13,177.42-	18,919.97-	33,749.00-	14,829.03-
	TOTAL REVENUE	1,804.99	69,480.73	95,451.00	25,970.27
	TOTAL EXPENSES	.00	67,675.74	95,451.00	27,775.26
	RECREATION CITY TOTAL	1,804.99	1,804.99	.00	1,804.99-

REVENUE & EXPENSE REPORT
CALENDAR 8/2023, FISCAL 8/2023

PCT OF FISCAL YTD 66.6%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
	TOTAL REVENUE	.00	5,282.06	.00	5,282.06-
	MUNICIPAL EQUIPMENT RESER TOTA	.00	5,282.06	.00	5,282.06-
	TOTAL REVENUE	.00	3,278.74	4,603.00	1,324.26
	TOTAL EXPENSES	23.10	600.36	29,104.00	28,503.64
	SPECIAL PARKS & RECREATIO TOTA	23.10-	2,678.38	24,501.00-	27,179.38-
	TOTAL REVENUE	.00	262,205.74	.00	262,205.74-
	TOTAL EXPENSES	112.44	277,000.53	.00	277,000.53-
	CAPITAL IMPROVEMENT FUND TOTA	112.44-	14,794.79-	.00	14,794.79
	TOTAL REVENUE	.00	13,361.25	.00	13,361.25-
	TOTAL EXPENSES	.00	1,452.50	.00	1,452.50-
	GO BONDS S2010 POOL TOTAL	.00	11,908.75	.00	11,908.75-
	TOTAL REVENUE	.00	32,139.09	.00	32,139.09-
	TOTAL EXPENSES	.00	39,948.75	.00	39,948.75-
	EL UTIL S2017 REV BOND TOTAL	.00	7,809.66-	.00	7,809.66
	TOTAL REVENUE	.00	471,455.11	.00	471,455.11-
	WILDLIFE AND PARKS GRANT TOTA	.00	471,455.11	.00	471,455.11-
	TOTAL REVENUE	.00	3,318.36	.00	3,318.36-
	DEBT RES. WATER 2013 TOTAL	.00	3,318.36	.00	3,318.36-
	TOTAL REVENUE	.00	4,709.34	.00	4,709.34-
	MUNICIP FIGHT ADDICTION TOTAL	.00	4,709.34	.00	4,709.34-
	TOTAL REVENUE	.00	6,300.00	.00	6,300.00-
	WASTEWATER LAGOON CLEANIN TOTA	.00	6,300.00	.00	6,300.00-
	TOTAL REVENUE	.00	157,427.40	.00	157,427.40-

REVENUE & EXPENSE REPORT
CALENDAR 8/2023, FISCAL 8/2023

PCT OF FISCAL YTD 66.6%

ACCOUNT NUMBER	ACCOUNT TITLE	MTD BALANCE	YTD BALANCE	BUDGET	DIFFERENCE
	ELECTRIC EQUIPMENT/REPLAC TOTA	.00	157,427.40	.00	157,427.40-
	TOTAL REVENUE	.00	7,500.00	.00	7,500.00-
	TOTAL EXPENSES	4,165.00	5,844.25	.00	5,844.25-
	TRANSIENT GUEST APPROVED TOTA	4,165.00-	1,655.75	.00	1,655.75-
	TOTAL EXPENSES	.00	545.10	.00	545.10-
	FIRE DEPT CLOSING CK 612 TOTA	.00	545.10-	.00	545.10
	TOTAL REVENUE	.00	5,618.58	.00	5,618.58-
	TOTAL EXPENSES	.00	15,949.80	.00	15,949.80-
	WAYNE DENNIS FUNDS TOTAL	.00	10,331.22-	.00	10,331.22
	TOTAL REVENUE	.00	6,946.28	.00	6,946.28-
	TOTAL EXPENSES	.00	7,516.56	.00	7,516.56-
	TRANSIENT GUEST TAX TOTAL	.00	570.28-	.00	570.28
	Report Total	246,242.71-	1,194,989.90	2,287,957.00-	3,482,946.90-

CLAIMS REPORT
 Check Range: 8/03/2023- 8/16/2023

#3172

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
GENERAL OPERATING					
ADAMS BROWN BERAN & BALL	2022 AUDIT		4,735.00	50614	8/16/23
ADVANCED COMPUTERS	NETWORK LABOR/DOCUWARE/FUEL MA		817.70	50615	8/16/23
AFLAC	JULY'S BILL DUE IN JUNE		64.24	1249792	8/15/23
AMAZON CAPITAL SERVICES	A27 BATTERIES		10.98	50616	8/16/23
ANTHONY FARMERS COOP	GLOVES/MUCKBOOTS/TUBE/BOLTS		1,104.80	50618	8/16/23
ANTHONY REPUBLICAN	PC-23-03 SUNRISE 2ND ADDITION		101.80	50619	8/16/23
PATTERSON HEALTH CENTER	AUGUST DUES		161.17	50620	8/16/23
ATMOS ENERGY	4033846667 MUN HALL		330.64	50621	8/16/23
BAUGHMAN CO	ZONING CONSULTING		500.00	50624	8/16/23
BIG BLUE BACKERS	2023 CHS BANNER		62.50	50625	8/16/23
COMPLIANCE ONE	JULY'S MONTHLY COST/PRE EMPLOY		27.12	50664	8/16/23
ECK AGENCY, INC.	DISHONESY BOND		80.50	50631	8/16/23
EMERGENCY FIRE EQUIPMENT CO	#81 REWIRING RADIO		4,555.00	50632	8/16/23
FARM & RANCH INC	FINLEY BOOTS		165.50	50633	8/16/23
GENE'S HEARTLAND GOODS	COFFEE-DOG FOOD		49.97	50634	8/16/23
GREAT-WEST FINANCIAL	8/15/23 PR		493.58	1249794	8/15/23
HARPER INDUSTRIES, INC	#75 BLADES/DECK ADJ/BUSHING		189.74	50636	8/16/23
HAZEL'S SHEET METAL INC	PD AC SERVICE		1,087.21	50637	8/16/23
HOME LUMBER & SUPPLY INC	TORCH AND PVC PIESCES		135.95	50638	8/16/23
HUB INTERNATIONAL	AUGUST BROKER FEE		51.00	50635	8/16/23
IRS	8/15/23 PR		10,467.12	1249796	8/15/23
JUSTICE BATTERY CO.	SPARK PLUG & AIR FILTER		37.75	50640	8/16/23
KANSAS PAYMENT CENTER	8/15/23 PR		207.69	1249793	8/15/23
KANSAS STATE TREASURER	JULY COURT FEE		141.00	50645	8/16/23
KANZA BANK	AUGUST DURANGO		698.13	50641	8/16/23
KONICA MINOLTA BUSINESS SOLUTI	PD SUPPORT SERVICE		92.00	50648	8/16/23
KS DEPT OF REV-WITHHOLDING	8/01/23 & 8/15/23 PR		2,596.77	1249795	8/15/23
LARRY'S HOMETOWN MKT.	BLEACH-LYSOL/BATTERERIES/TP		61.86	50651	8/16/23
NAPA AUTO PARTS ANTHONY	#75 OIL-#30 CONNECTORS/GLOVES		314.10	50655	8/16/23
OFFICE PLUS OF KANSAS	NOTARY BOOK/SHARPIE/RULER		75.95	50656	8/16/23
PHIL'S REPAIR	#82 OVERHEATING REPAIR		345.41	50657	8/16/23
PRAIRIE LAND PARTNERS INC	#70 ROTTARY CUTTER SERVICE		199.73	50659	8/16/23
SOUTH CENTRAL WIRELESS	PD PHONES		418.60	50661	8/16/23
US BANK VOYAGER FLEET SYS	PD GAS		2,579.66	50666	8/16/23
VISA	#12 AC PARTS	204.86		1249791	8/15/23
VISA	LUCK'S HOTEL-BASIC CRIME SCEN	1,389.52	1,594.38	1249797	8/15/23
WYATT TRASH SERVICE INC	MUNICIPAL HALL TRASH SERVICE		276.00	50667	8/16/23

01 GENERAL OPERATING TOTAL 34,830.55

WATER					
ADAMS BROWN BERAN & BALL	2022 AUDIT		4,735.00	50614	8/16/23
ADVANCED COMPUTERS	NETWORK LABOR/DOCUWARE/FUEL MA		216.18	50615	8/16/23
AFLAC	JULY'S BILL DUE IN JUNE		160.93	1249792	8/15/23
AMAZON CAPITAL SERVICES	DESK DRY ERASE BOARDS		41.32	50616	8/16/23
ANSWER PRO	MAY TO JUNE ANSWERING SERVICE		222.33	50617	8/16/23
ANTHONY FARMERS COOP	#15 TIRES/ROPE/BUCKET/HOSE		2,417.54	50618	8/16/23
PATTERSON HEALTH CENTER	AUGUST DUES		16.65	50620	8/16/23
ATMOS ENERGY	4014536644 WATER PROD		224.40	50621	8/16/23
B&B ELECTRIC MOTOR CO	AERATOR REPAIR		2,985.00	50622	8/16/23
BIG BLUE BACKERS	2023 CHS BANNER		62.50	50625	8/16/23
CAMPSPOT	MARKETPLACE		719.61	50627	8/16/23
CITY OF ANTHONY	SECURITY DEPOSIT REFUND		5.00	50628	8/16/23

CLAIMS REPORT
Check Range: 8/03/2023- 8/16/2023

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
COMPLIANCE ONE	JULY'S MONTHLY COST		6.06	50664	8/16/23
DCF	J FLETCHER/TAKEMIRE EWAP REIMB		626.68	50630	8/16/23
ECK AGENCY, INC.	DISHONESY BOND		40.25	50631	8/16/23
GENE'S HEARTLAND GOODS	DAWN/TP/WATER/ICE/PINESOL		221.28	50634	8/16/23
GREAT-WEST FINANCIAL	8/15/23 PR		85.92	1249794	8/15/23
HARPER INDUSTRIES, INC	#61 BLADES		425.76	50636	8/16/23
HAZEL'S SHEET METAL INC	PLUGS-FLANGE/SEALS		37.62	50637	8/16/23
HOME LUMBER & SUPPLY INC	BRASS CONNECTOR/BLADES/GASKETS		192.88	50638	8/16/23
HOSPITAL DIST 6 OF HARPER CO	LABS FOR DORY CDL		22.50	50639	8/16/23
HUB INTERNATIONAL	AUGUST BROKER FEE		99.00	50635	8/16/23
IRS	8/15/23 PR		2,274.75	1249796	8/15/23
KANSAS ONE-CALL SYSTEM, INC.	JULY LOCATES		24.00	50644	8/16/23
DAVID KESTERKE	SECURITY DEPOSIT REFUND		1.47	50646	8/16/23
KS DEPT OF REV-WITHHOLDING	8/01/23 & 8/15/23 PR		709.39	1249795	8/15/23
LARRY'S HOMETOWN MKT.	PLANTS		2.57	50651	8/16/23
LEAGUE OF KS MUNICIPALITIES	RANDY KOMA/KORA TRAINING		33.33	50653	8/16/23
NAPA AUTO PARTS ANTHONY	#20 THROTTLE-PEDAL/FUEL CAP		400.72	50655	8/16/23
NUVEI	OFFICE CC FEES		52.72	1249800	8/15/23
OFFICE PLUS OF KANSAS	PAPER/DIVERS/FOLDERS/BINDERS		59.28	50656	8/16/23
PHIL'S REPAIR	WATER CAR WASH		13.25	50657	8/16/23
POSTMASTER	POSTAGE FOR BILLS DUE SEPT 10		137.50	50658	8/16/23
PRAIRIE LAND PARTNERS INC	#35 KNIFE HEAD		360.09	50659	8/16/23
RURAL WATER DISTRICT #2	CAMPGROUND LAKE		558.25	1249801	8/15/23
SOUTH CENTRAL WIRELESS	SHOP LINES/EMERGENCY LINE		264.75	50661	8/16/23
SHEPHERD OIL COMPANY	ICE FOR WATER LEAK		5.09	50662	8/16/23
GARY TAYLOR	CERT OP FEES JULY 2023		1,245.20	50665	8/16/23
US BANK VOYAGER FLEET SYS	WATER GAS		1,394.20	50666	8/16/23
VISA	ZOOM	8.56		1249791	8/15/23
VISA	MCDONALDS-WATER LEAK	224.73	233.29	1249797	8/15/23
WYATT TRASH SERVICE INC	LAKE TRASH SERVICE		212.50	50667	8/16/23
	02 WATER TOTAL		21,546.76		
ELECTRIC					
ADAMS BROWN BERAN & BALL	2022 AUDIT		4,735.00	50614	8/16/23
ADVANCED COMPUTERS	NETWORK LABOR/DOCUWARE/FUEL MA		216.18	50615	8/16/23
AFLAC	JULY'S BILL DUE IN JUNE		305.17	1249792	8/15/23
AMAZON CAPITAL SERVICES	DESK DRY ERASE BOARDS		41.31	50616	8/16/23
ANSWER PRO	MAY TO JUNE ANSWERING SERVICE		222.33	50617	8/16/23
ANTHONY FARMERS COOP	#1 TIRES/BLUESKY/BOLTS/WASHER		864.15	50618	8/16/23
ANTHONY REPUBLICAN	RFQ FOR POWER PLANT MOWER		87.40	50619	8/16/23
PATTERSON HEALTH CENTER	AUGUST DUES		41.86	50620	8/16/23
ATMOS ENERGY	3018386827 SHOP		46.84	50621	8/16/23
B & T GRP	G0161818.001.01		5,436.69	50623	8/16/23
BIG BLUE BACKERS	2023 CHS BANNER		62.50	50625	8/16/23
BORDER STATES INDUSTRIES, INC	BRACES/COVERS/BOLTS		3,055.71	50649	8/16/23
CARBANC AUTO SALES, INC	8/15/23 PR CASE#22 LM 05471		374.16	50642	8/16/23
CITY OF ANTHONY	SECURITY DEPOSIT REFUND		10.02	50628	8/16/23
COMPLIANCE ONE	JULY'S MONTHLY COST		6.06	50664	8/16/23
ECK AGENCY, INC.	DISHONESY BOND		80.50	50631	8/16/23
GENE'S HEARTLAND GOODS	WATER/ICE		204.54	50634	8/16/23
GREAT-WEST FINANCIAL	8/15/23 PR		424.91	1249794	8/15/23
HAZEL'S SHEET METAL INC	71 A B C FILTERS		150.03	50637	8/16/23
HOME LUMBER & SUPPLY INC	A/C UNIT/STAIN CLEANER		861.22	50638	8/16/23

CLAIMS REPORT
 Check Range: 8/03/2023- 8/16/2023

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
HUB INTERNATIONAL	AUGUST BROKER FEE		99.00	50635	8/16/23
IRS	8/15/23 PR		6,206.02	1249796	8/15/23
KANSAS ONE-CALL SYSTEM, INC.	JULY LOCATES		24.00	50644	8/16/23
DAVID KESTERKE	SECURITY DEPOSIT REFUND		2.92	50646	8/16/23
KMEA EMP2 OPERATING ACCOUNT	JULY PURCHASED POWER		148,882.15	50647	8/16/23
KONICA MINOLTA BUSINESS SOLUTI	COPIER CONTRACT		18.50	50648	8/16/23
KS DEPT OF REV-WITHHOLDING	8/01/23 & 8/15/23 PR		2,157.99	1249795	8/15/23
LARRY'S HOMETOWN MKT.	PLANTS		2.57	50651	8/16/23
LEAGUE OF KS MUNICIPALITIES	RANDY KOMA/KORA TRAINING		33.33	50653	8/16/23
NAPA AUTO PARTS ANTHONY	#1,14,6,7 FILTERS/SHOCKS		947.70	50655	8/16/23
NUVEI	OFFICE CC FEES		52.72	1249800	8/15/23
OFFICE PLUS OF KANSAS	PAPER/DIVERS/FOLDERS/BINDERS		59.28	50656	8/16/23
PHIL'S REPAIR	ELECTRIC CAR WASH		35.00	50657	8/16/23
POSTMASTER	POSTAGE FOR BILLS DUE SEPT 10		275.00	50658	8/16/23
PRAIRIE LAND PARTNERS INC	#70 ROTTARY CUTTER SERVICE		199.73	50659	8/16/23
SOUTH CENTRAL WIRELESS	OFFICE PHONES		424.22	50661	8/16/23
US BANK VOYAGER FLEET SYS	ELEC DIESEL		2,299.45	50666	8/16/23
VISA	ZOOM	8.55		1249791	8/15/23
VISA	LAKE GLOBE LIGHTS	520.87	529.42	1249797	8/15/23
WYATT TRASH SERVICE INC	PLANT TRASH SERVICE		132.50	50667	8/16/23
	03 ELECTRIC TOTAL		179,608.08		
SALES TAX & STATE FEES					
DIRECTOR OF TAXATION	JULY 2023		9,582.79	1249802	8/15/23
	04 SALES TAX & STATE FEES TOTAL		9,582.79		
SEWAGE DISPOSAL					
ADAMS BROWN BERAN & BALL	2022 AUDIT		4,735.00	50614	8/16/23
ADVANCED COMPUTERS	NETWORK LABOR/DOCUWARE/FUEL MA		216.19	50615	8/16/23
AFLAC	JULY'S BILL DUE IN JUNE		31.94	1249792	8/15/23
AMAZON CAPITAL SERVICES	DESK DRY ERASE BOARDS		41.32	50616	8/16/23
ANTHONY FARMERS COOP	#15 TIRES		655.47	50618	8/16/23
PATTERSON HEALTH CENTER	JULY DUES		6.32	50620	8/16/23
ATMOS ENERGY	3018972372 SEWER		280.13	50621	8/16/23
BIG BLUE BACKERS	2023 CHS BANNER		62.50	50625	8/16/23
COMPLIANCE ONE	JULY'S MONTHLY COST		6.06	50664	8/16/23
CORE & MAIN LP	BRACKETS		199.22	50629	8/16/23
DCF	J FLETCHER/TAKEMIRE EWAP REIMB		620.67	50630	8/16/23
ECK AGENCY, INC.	DISHONESY BOND		40.25	50631	8/16/23
GENE'S HEARTLAND GOODS	WATER/BAKING SODA/ICE/BOWLS		11.87	50634	8/16/23
GREAT-WEST FINANCIAL	8/15/23 PR		16.80	1249794	8/15/23
HOSPITAL DIST 6 OF HARPER CO	LABS FOR DORY CDL		22.50	50639	8/16/23
HUB INTERNATIONAL	AUGUST BROKER FEE		51.00	50635	8/16/23
IRS	8/15/23 PR		810.67	1249796	8/15/23
KS DEPT OF HEALTH & ENVIRON.	WASTEWATER PERMIT		185.00	50650	8/16/23
KS DEPT OF REV-WITHHOLDING	8/01/23 & 8/15/23 PR		265.02	1249795	8/15/23
LARRY'S HOMETOWN MKT.	PLANTS		2.57	50651	8/16/23
LEAGUE OF KS MUNICIPALITIES	RANDY KOMA/KORA TRAINING		33.34	50653	8/16/23
MERIDIAN ANALYTICAL LABS, LLC	DISCHARGE TESTING FEES		282.50	50654	8/16/23
NUVEI	OFFICE CC FEES		52.72	1249800	8/15/23
OFFICE PLUS OF KANSAS	PAPER/DIVERS/FOLDERS/BINDERS		59.29	50656	8/16/23
POSTMASTER	POSTAGE FOR BILLS DUE SEPT 10		137.50	50658	8/16/23

CLAIMS REPORT
 Check Range: 8/03/2023- 8/16/2023

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
GARY TAYLOR	MONTHLY SALARY & TRAVEL		635.52	50665	8/16/23
WYATT TRASH SERVICE INC	SEWER TRASH SERVICE		60.00	50667	8/16/23
05 SEWAGE DISPOSAL TOTAL			9,521.37		
AIRPORT					
HAZEL'S SHEET METAL INC	AC SERVICE/CAPACITOR		533.59	50637	8/16/23
HEARTLAND MERCHANT	AIRPORT CC MACHINE		255.34	1249798	8/15/23
HOME LUMBER & SUPPLY INC	AIRPORT KEYS		4.00	50638	8/16/23
KS DEPT OF REV-WITHHOLDING	8/01/23 & 8/15/23 PR		31.43	1249795	8/15/23
SOUTH CENTRAL WIRELESS	AIRPORT LINE		46.86	50661	8/16/23
SYN-TECH SYSTEMS	FUEL MASTER SUPPORT		42.00	50663	8/16/23
WYATT TRASH SERVICE INC	AIRPORT TRASH SERVICE		30.00	50667	8/16/23
12 AIRPORT TOTAL			943.22		
SERVICE DEPOSIT					
CITY OF ANTHONY	SECURITY DEPOSIT REFUND		2,100.00	50628	8/16/23
DAVID KESTERKE	SECURITY DEPOSIT REFUND		150.00	50646	8/16/23
16 SERVICE DEPOSIT TOTAL			2,250.00		
PUBLIC RELIEF					
THE BUG GUYS	DWELLING RELIEF		1,073.65	50626	8/16/23
18 PUBLIC RELIEF TOTAL			1,073.65		
WWTF LOAN 2000					
KS DEPT OF HEALTH & ENVIR	C20 1775 01 PRINCIPAL		85,897.40	50643	8/16/23
21 WWTF LOAN 2000 TOTAL			85,897.40		
RECREATION COMMISSION					
ADAMS BROWN BERAN & BALL	2022 AUDIT		500.00	50614	8/16/23
DIRECTOR OF TAXATION	JULY REC SALES TAX		66.19	1249799	8/15/23
HAZEL'S SHEET METAL INC	VALVE UNTION COUPLINGS NIPPLIE		173.57	50637	8/16/23
HOME LUMBER & SUPPLY INC	BUSHINGS		7.17	50638	8/16/23
IRS	8/15/23 PR		1,415.57	1249796	8/15/23
KS DEPT OF REV-WITHHOLDING	8/01/23 & 8/15/23 PR		251.86	1249795	8/15/23
SOUTH CENTRAL WIRELESS	POOL LINE		39.93	50661	8/16/23
WYATT TRASH SERVICE INC	BALL FIELDS TRASH SERVICE		150.00	50667	8/16/23
26 RECREATION COMMISSION TOTAL			2,604.29		
SPECIAL PARKS & RECREATIO					
WYATT TRASH SERVICE INC	TENNIS COURTS TRASH SERVICE		23.10	50667	8/16/23
32 SPECIAL PARKS & RECREATIO TOTAL			23.10		
CAPITAL IMPROVEMENT FUND					
SOUTH CENTRAL WIRELESS	LAKE WIFI		112.44	50661	8/16/23
34 CAPITAL IMPROVEMENT FUND TOTAL			112.44		

CLAIMS REPORT

Check Range: 8/03/2023- 8/16/2023

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
TRANSIENT GUEST APPROVED LD ENTERPRISES INC	CAR SHOW FLYER		165.00	50652	8/16/23
	89 TRANSIENT GUEST APPROVED TOTAL		165.00		
	Accounts Payable Total		348,158.65		

CLAIMS REPORT CLAIMS FUND SUMMARY

FUND	NAME	AMOUNT
01	GENERAL OPERATING	34,830.55
02	WATER	21,546.76
03	ELECTRIC	179,608.08
04	SALES TAX & STATE FEES	9,582.79
05	SEWAGE DISPOSAL	9,521.37
12	AIRPORT	943.22
16	SERVICE DEPOSIT	2,250.00
18	PUBLIC RELIEF	1,073.65
21	WWTF LOAN 2000	85,897.40
26	RECREATION COMMISSION	2,604.29
32	SPECIAL PARKS & RECREATIO	23.10
34	CAPITAL IMPROVEMENT FUND	112.44
89	TRANSIENT GUEST APPROVED	165.00

	TOTAL FUNDS	348,158.65

BALANCE SHEET
CALENDAR 8/2023, FISCAL 8/2023

ACCOUNT NUMBER	ACCOUNT TITLE	PTD BAL.	YTD BAL
01-00-0010	GENERAL OPERATING	87,766.71-	826,390.56
02-00-0010	WATER	4,137.99-	682,917.67
03-00-0010	ELECTRIC	66,107.15-	1,952,710.03
04-00-0010	SALES TAX & STATE FEES	5,205.08-	31,960.79
05-00-0010	SEWAGE DISPOSAL	4,692.82	514,988.82
10-00-0010	EMP INSURANCE/BENEFIT	17,303.74-	389,250.92
12-00-0010	AIRPORT	40,641.40	170,538.74
14-00-0010	INDUSTRIAL DEVELOPMENT		20,425.49
16-00-0010	SERVICE DEPOSIT	1,800.00-	86,833.23
17-00-0010	SPECIAL STREETS & HIGHWAY		245,688.59
18-00-0010	PUBLIC RELIEF	1,073.65-	24,012.51
19-00-0010	WATER UTILITY RESERVE		242,981.31
20-00-0010	GENERAL RESERVE FUND		285,287.00
21-00-0010	WWTF LOAN 2000	85,897.40-	44,092.35
23-00-0010	WATER DEBT SVC RESERVE S2013		83,537.61
24-00-0010	BOND & INTEREST		36,130.88
26-00-0010	RECREATION COMMISSION	13,177.42-	50,848.24
29-00-0010	RECREATION	1,804.99	1,804.99
30-00-0010	MUNICIPAL EQUIPMENT RESERVE		136,452.19
32-00-0010	SPECIAL PARKS & RECREATION	23.10-	29,620.56
34-00-0010	CAPITAL IMPROVEMENT	112.44-	3,634,813.03
37-00-0010	GO BONDS S2010 POOL		26,918.29
40-00-0010	ELECTRIC UTILITY RESERVE		1,559,835.43
41-00-0010	EL UTIL S2017 REV BOND		2,424,721.38
43-00-0010	EL UTIL S2017 BOND RESERVE		214,897.50
45-00-0010	SEWER RESERVE		155,000.00
47-00-0010	WILDLIFE AND PARKS GRANT		471,455.11
50-00-0010	WAYNE DENNIS INVESTMENT FUND		750,141.35
54-00-0010	DEBT RES. WATER 2013		199,101.69
61-00-0010	MUNICIPALITIES FIGHT ADDICTION		5,208.70
71-00-0010	ARPA		315,900.96
81-00-0010	WASTEWATER LAGOON CLEANING		179,000.00
82-00-0010	WATER/EQUIPMENT REPLACEMENT		120,962.03
83-00-0010	ELECTRIC/EQUIP REPLACEMENT		2,131,277.28
85-00-0010	SEWER/EQUIPMENT REPLACEMENT		81,454.04
89-00-0010	TRANS GUEST APPROVED	4,165.00-	1,655.75
95-00-0010	FIRE DEPT CLOSING CK 612		19,344.95
96-00-0010	WAYNE DENNIS FUNDS		13,507.14
97-00-0011	DT REVIT. REVOLVING LOAN		.56
98-00-0010	TRANSIENT GUEST TAX		2,823.71
		=====	=====
	PROOF	239,630.47-	18,164,491.38
		=====	=====

PRUPDT00 Thu Aug 10, 2023 2:14 PM
 07.14.22 PAID THROUGH 8/06/2023
 CALENDAR 8/2023, FISCAL 8/2023 DATES

City of Anthony KS
 COST CENTER REPORT
 8/06/2023 -- 8/15/2023

OPER: JD
 JRNL 4028
 2ND PROLL OF MONTH

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.	13.70	.00	.00	.00	24.00	1205.55	.00	.00	.00	1379.52	310.71
102 POLICE	613.43	.00	.00	.00	640.01	10943.04	.00	.00	.00	11437.97	1143.51
104 STREET	734.75	.00	.00	.00	1714.25	18766.52	.00	.00	.00	22935.24	1392.40
105 GEN-ZONING	.00	.00	.00	.00	.00	478.52	.00	.00	.00	478.52	.00
107 PARK	77.50	.00	.00	.00	77.50	852.50	.00	.00	.00	852.50	.00
230 WATER-LAKE	87.25	.00	.00	.00	87.25	1650.20	.00	.00	.00	1650.20	.00
231 WATER-PRODUCTIO	15.50	.00	.00	.00	15.50	301.65	.00	.00	.00	301.65	.00
232 WATER-DISTRIBUT	298.42	.00	.00	.00	309.71	3677.60	.00	.00	.00	3869.00	402.22
233 WATER-COMM& GEN	85.04	.00	.00	.00	85.60	2736.86	.00	.00	.00	2745.72	.00
331 ELECTRIC-PROD	505.50	.00	.00	.00	528.00	6864.38	.00	.00	.00	7364.81	620.57
332 ELEC-DISTRIBUTI	695.78	.00	.00	.00	717.82	10666.32	.00	.00	.00	11056.75	969.93
333 ELECTRIC-COMM	113.28	.00	.00	.00	114.41	5107.36	.00	.00	.00	5125.08	197.67
533 SEWER-COMM & GE	31.43	.00	.00	.00	31.99	898.94	.00	.00	.00	907.80	.00
534 SEWER-TREATMENT	225.67	.00	.00	.00	236.96	2205.41	.00	.00	.00	2396.81	.00
2601 REC - GEN	26.00	.00	.00	.00	26.00	468.00	.00	.00	.00	468.00	.00
2621 REC - POOL	368.00	.00	.00	.00	368.00	3944.21	.00	.00	.00	3944.21	.00
2622 REC - BALL	139.00	.00	.00	.00	139.00	2502.00	.00	.00	.00	2502.00	.00
5102 OT GEN POLICE	.00	29.25	.00	.00	29.25	.00	917.00	.00	.00	917.00	.00
5104 OT GEN STREET	.00	3.00	.00	.00	3.00	.00	117.00	.00	.00	117.00	.00
5231 OT WATER PROD	.00	5.00	.00	.00	5.00	.00	201.11	.00	.00	201.11	.00
5232 OT WATER DIST	.00	25.75	.00	.00	25.75	.00	855.03	.00	.00	855.03	.00
5233 OT WA COMM/GEN	.00	1.75	.00	.00	1.75	.00	62.33	.00	.00	62.33	.00
5331 OT ELEC PROD	.00	12.50	.00	.00	12.50	.00	510.07	.00	.00	510.07	.00
5332 OT ELEC DIST	.00	39.50	.00	.00	39.50	.00	1622.61	.00	.00	1622.61	.00
5534 OT SEWER TREAT	.00	4.75	.00	.00	4.75	.00	183.23	.00	.00	183.23	.00
6102 SHIFT GEN POLIC	.00	.00	.00	.00	164.00	.00	.00	.00	.00	82.00	.00
99999 DISTRIBUTED	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	28.34-
TOTAL	4030.25	121.50	.00	.00	5401.50	73269.06	4468.38	.00	.00	83966.16	5008.67

2 LOADS OF WOOD POLES

QTY	Class	Length	
10	3	30'	10 for stock
39	3	35'	20 for stock and 19 for rural projects
31	3	40'	20 for stock and 11 for rural projects

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U.S. Department
of Transportation
**Federal Aviation
Administration**

Airports Division
Central Region
Iowa, Kansas, Missouri, Nebraska

FAA ACE-600
901 Locust
Kansas City, MO 64106

Ms. Cyndra Kastens
City Administrator
Anthony Municipal Airport
124 S. Bluff, P.O. Box 504
Anthony, KS 67003

Dear Ms. Kastens:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-20-0002-015-2023 at Anthony Municipal Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

You may not make any modification to the text, terms or conditions of the grant offer.

Steps You Must Take to Enter Into Agreement. To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **August 25, 2023**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi Invoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses

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consistent with project progress. Your grant may be placed in “inactive” status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
 1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
 2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit FAA Form 5100-140, Performance Report within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit FAA Form 5370-1, Construction Progress and Inspection Report, within 30 days of the end of each Federal fiscal quarter.

Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Todd Rastorfer, (816) 329-2627, is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,



Jim A. Johnson

Director, Central Region Airports Division



U.S. Department of Transportation Federal Aviation Administration

FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM

FY 2023 AIRPORT IMPROVEMENT PROGRAM (AIP)

GRANT AGREEMENT

Part I - Offer

Table with 2 columns: Field Name and Value. Fields include Federal Award Offer Date (August 2, 2023), Airport/Planning Area (Anthony Municipal), AIP Grant Number (3-20-0002-015-2023), and Unique Entity Identifier (M78KB6W3GK99).

TO: City of Anthony (herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: The United States of America (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated April 19, 2023, for a grant of Federal funds for a project at or associated with the Anthony Municipal Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Anthony Municipal Airport (herein called the "Project") consisting of the following:

Rehabilitate Turf Runway 10/28 (2,212 FT x 60 FT) - Repair Turf Surface & Regrade Out to the Runway Safety Area (RSA) and Raise Runway 28 End Approximately Three (3) Feet

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number 115-254); the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L); the Consolidated Appropriations Act, 2022 (Public Law 117-103); Consolidated Appropriations Act, 2023 (Public Law 117-328); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances

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attached hereto; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay Ninety (90%) of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$403,614.00.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$0 for planning

\$403,614.00 for airport development or noise program implementation; and,

\$0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:
 - a. Period of Performance:
 1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
 2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods (2 Code of Federal Regulations (CFR) § 200.1).
 - b. Budget Period:
 1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph (2)(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.
 2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.
 - c. Close Out and Termination:
 1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does

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not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days. (2 CFR § 200.344).

2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, the regulations, and the Secretary's policies and procedures. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before **August 25, 2023**, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.

11. System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).

- a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
- b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.

12. Electronic Grant Payment(s). Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. Informal Letter Amendment of AIP Projects. If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

14. Air and Water Quality. The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. Financial Reporting and Payment Requirements. The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. Buy American. Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.

17. Build America, Buy America. The Sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).

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18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant Offer:

- a. May not be increased for a planning project;
- b. May be increased by not more than 15 percent for development projects if funds are available;
- c. May be increased by not more than the greater of the following for a land project, if funds are available:
 1. 15 percent; or
 2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g., sub-contracts).
- c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debar a contractor, person, or entity.

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21. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. Trafficking in Persons.

- a. *Provisions applicable to a recipient that is a private entity.*
 1. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:
 - i. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
 - ii. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
 - iii. Use forced labor in the performance of the Grant or any subgrants under this Grant.
 2. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –
 - i. Is determined to have violated a prohibition in paragraph (a) of this Grant Condition; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (a) of this Grant Condition through conduct that is either –
 - a) Associated with performance under this Grant; or
 - b) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.
- b. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this Grant, without penalty, if a subrecipient that is a private entity –

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1. Is determined to have violated an applicable prohibition in paragraph (a) of this Grant Condition; or
 2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated an applicable prohibition in paragraph (a) of this Grant Condition through conduct that is either –
 - i. Associated with performance under this Grant; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1200.
- c. *Provisions applicable to any recipient.*
1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Grant Condition.
 2. Our right to terminate unilaterally that is described in paragraph (a) or (b) of this Grant Condition:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended [22 U.S.C. § 7104(g)], and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant.
 3. You must include the requirements of paragraph (a) of this Grant Condition in any subgrant you make to a private entity.
- d. *Definitions.* For purposes of this Grant Condition:
1. “Employee” means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Grant; or
 - ii. Another person engaged in the performance of the project or program under this Grant and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 2. “Force labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 3. “Private entity”:
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.
 - ii. Includes:
 - a) A nonprofit organization, including any nonprofit institute of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).

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b) A for-profit organization.

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).

23. **AIP Funded Work Included in a PFC Application.** Within 90 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated October 10, 2021, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.

25. **Employee Protection from Reprisal.**

a. Prohibition of Reprisals.

1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:

- i. Gross mismanagement of a Federal grant;
- ii. Gross waste of Federal funds;
- iii. An abuse of authority relating to implementation or use of Federal funds;
- iv. A substantial and specific danger to public health or safety; or
- v. A violation of law, rule, or regulation related to a Federal grant.

2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:

- i. A member of Congress or a representative of a committee of Congress;
- ii. An Inspector General;
- iii. The Government Accountability Office;
- iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
- v. A court or grand jury;
- vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
- vii. An authorized official of the Department of Justice or other law enforcement agency.

b. Investigation of Complaints.

1. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.

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2. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
 3. Required Actions of the Inspector General. Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
- c. Remedy and Enforcement Authority.
1. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).
26. **Co-Sponsor.** Co-Sponsors, if any, understand and agree that they jointly and severally adopt and ratify the representations and assurances contained therein and that the word "Sponsor" as used in the application and other assurances is deemed to include all Co-Sponsors.
27. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)] and 2 CFR § 200.216.
28. **Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in their project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security.

SPECIAL CONDITIONS

29. **Protection of Runway Protection Zone - Airport Property.** The Sponsor agrees to prevent the erection or creation of any structure, place of public assembly, or other use in the Runway Protection Zone, as depicted on the Exhibit "A": Property Map, except for Navigational Aids (NAVAIDS) that are fixed by their functional purposes or any other structure permitted by the FAA. The Sponsor further agrees that any existing structures or uses within the Runway Protection Zone will be cleared or discontinued by the Sponsor unless approved by the FAA.
30. **Protection of Runway Protection Zone - Easement.** The Sponsor, under the easement, agrees to take any and all steps necessary to ensure that the owner of the land within the designated Runway Protection Zone will not build any structure in the Runway Protection Zone that is an airport hazard or which might create glare or misleading lights or lead to the construction of residences, fuel handling and storage facilities, smoke generating activities, or places of public assembly, such as churches, schools, office buildings, shopping centers, and stadiums.
31. **Plans and Specifications Approval Based Upon Certification.** The FAA and the Sponsor agree that the FAA's approval of the Sponsor's Plans and Specification is based primarily upon the Sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The Sponsor understands that:
- a. The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior FAA approval for modifications to any AIP standards or to notify the FAA of any limitations to competition within the project;
 - b. The FAA's acceptance of a Sponsor's certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements; and

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- c. If the FAA determines that the Sponsor has not complied with their certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under this Grant.
32. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

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The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.¹

Jim A. Johnson

(Signature of Sponsor's Authorized Official)

Jim A Johnson

(Typed Name)

Director, Central Region Airports Division

(Title of FAA Official)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.²

Dated

City of Anthony

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By:

(Typed Name of Sponsor's Authorized Official)

Title:

(Title of Sponsor's Authorized Official)

² Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR’S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Kansas . Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor’s official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; the Infrastructure Investment and Jobs Act (Public Law 117-58) of 2021 referred to as the Bipartisan Infrastructure Law (BIL), Division J, Title VIII; and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.³

Dated at _____

By:

(Signature of Sponsor’s Attorney)

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MINUTES
CITY TRANSIENT TAX COMMITTEE

The meeting was held on August 8, 2023, at 5:30 o'clock p.m. at CELCO.

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

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

Anthony Disc Golf Club for event to be held on September 23, 2023. Amount requested is \$500.00

Karen advised the committee that the account balance is \$2,840.27.

After discussion, it was moved by Charlie Gipple and seconded by BarBara Wright to approve \$500 to be awarded to the Anthony Disc Golf Club. Motion carried.

Since the Anthony Didc Golf Club application is an annual request, no Committee member will be present in person to present the committee's recommendation to the city commission for approval at the next commission meeting scheduled for August 15, 2023, at 6:00 p.m.

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

Bette DeMeritt, Acting Secretary

To: City Commissioners
From: Cyndra Kastens

Re: City Clerk/Administrator Report
8/15/23

Commissioner Smith will not be at the Meeting. FYI

PUBLIC COMMENT – Recognition of Promotion of Bryan Struble to Street Department Head

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

2. Approve August 1, 2023 Regular Meeting Minutes
3. Appropriation Ordinance No 3172 \$348,158.65
4. Approve 08.15.2023 Payroll \$83,966.16
5. Request to Obtain Bids for Class 3 Wood Electric Poles: 10 - 30', 39 - 35', and 31 - 40'
6. Approve FAA Grant Agreement ANY-CEG-3-20-0002-015-2023 Turf Runway and Direct City Administrator to Execute all Project Documents

All of the engineering plans and specs have finally been approved by FAA for the Turf Runway (they are as busy as me these days!), so this is just the agreement FAA finally sent for approval.

PUBLIC HEARINGS - NONE

REGULAR BUSINESS

7. Bid Opening Demolition Bids

Since I am still pursuing the CDBG Grant, I recommend approving a bidder but will be asking if you want the city to just pay these costs and proceed or if any of the properties are able to be included in the possible grant. I have not had time to talk to CDBG and show them the area Greg and Kenny selected.

8. Untable Bid Opening Street Signs

Bryan has reviewed the bids and will be making a recommendation.

9. CT Calibration Tester - Jerry Angle

Jerry will be presenting a need for CT calibration testing and requesting the Commission determine whether to hire this work out or purchase the tester to perform in-house. Jerry will bring figures to the meeting.

10. Interconnection Standards

I will update the Commission on the City Attorney advice and the current standards of policy.

To: City Commissioners
From: Cyndra Kastens

Re: City Clerk/Administrator Report
8/15/23

11. Approve Banner Bids

After all three cities have reviewed the sample banner, I would like to get official action on selecting the bid for the SEED Grant. I will have a report to give you at the meeting.

12. Approve Transient Guest Tax Committee Recommendation to Anthony Disc Golf Club - \$500

Transient Guest Tax – The TGT fund balance is \$2,823.71. The Committee is recommending an award approval of \$500 to the Anthony Disc Golf club for the Annual Tournament to be held on September 23rd.

13. 2024 Budget Review

I will be presenting the second half of the proposed 2024 budget.

Admin Report:

1. BASE Grant/HCCF – The precon meeting was held on Thursday August 3rd. The contractor (as you will have noticed by now) is starting at Sunrise 2nd, so the project is officially underway. There was and is a lot of communication and coordination as we continue to work with the other utilities (electric, gas, and telecommunications) that are not covered by the grant but still need to be addressed for the development. Jerry is working on the electrical installation. He will have to install a few sleeves before Grace Lane is constructed so he can run underground electrical later to the commercial development on the north. He is also tentatively looking at installing the transformers in the front yards instead of the rear of the back yard due to how deep the lots are. This is not our preference since aesthetically that will not be as attractive. He is still working on that. Atmos gas is preparing a plan and pricing for review. I will keep you posted as we go but we are getting even more busy now.
2. RNR Rate – There has been a lot of time spent on the discrepancy on the RNR rate for the 2024 budget. After two weeks of working on the issue regularly off and on with the County Clerk, the final word is that the numbers cannot be corrected in the CIC system. Therefore, we will have to stand with the incorrect RNR rate. Hannah is planning to send a letter with the notices to the taxpayer to help explain that this is an error in the event it appears that Anthony is raising taxes. The dollar amount is so low that spread out over all the taxpayers it may not even be noticeable (I hope). Either way, there will be an explanation in there. Hannah worked very hard to try to get their software system to correct it but determined it was not possible. So, this is where we are.
3. Banners – The bids will be on this agenda for approval. The bid requests for the metal art that will hang above them is out for bid.

To: City Commissioners
From: Cyndra Kastens

Re: City Clerk/Administrator Report
8/15/23

- 4. JD's Retirement – We got to honor JD last week for his 43 years of service with the city. The employees pooled some money and bought him a set of rocking chairs and a Texas Roadhouse Gift Card, and the city honored him with his dream gift: a Henry Golden Boy 22 Long Rifle. It was a great celebration. Here are some photos:



To: City Commissioners
From: Cyndra Kastens

Re: City Clerk/Administrator Report
8/15/23



Anthony Commission Meeting 8/15/2023: Dept. Reports

Street Department:

- Mowing and spraying for weeds
- Mowing at the airport
- Trimming trees with the line crew
- Grading roads at the lake
- Replaced grader blade
- Cleaning equipment

Water & Wastewater Department:

- Adjust CLA valve
- Met with echo water at the water plant
- Repaired ladder at the pool
- Cleaned out equipment
- Installed aerator at Nitrate ponds
- Locates at Sunrise II
- Worked on 2 leaks – E Main and Highland/Anthony intersection
- Worked on bulk water coin machine
- Locates

Power Plant:

- I have had my crew at the lake, spraying, picking up limbs and mowing for pretty much two weeks solid and we had it looking pretty good all the way around it, then it rained so it starts all over again.
- LB has attended a couple virtual power pricing and reliability meetings. Worked on some reports and things around the plant and substation.
- Keeping the plant and houses picked up, mowed and sprayed.

Electric Department:

- Locates
- Turn On/Off Orders
- Disconnects at the old hospital
- Setting poles by Attica and Waldron
- Tree trimming with street crew
- Setting and framing poles

- **Worked on the bucket truck and digger truck.**

Superintendent Report:

- **Checked on mowing needs at the lake numerous times.**
- **Morning shop meetings with the crews**
- **Working on an RFP for water tank cleaning**
- **Met with disc golf representative to discuss mowing needs**
- **Assisted with water leak a on E Main**
- **Multiple exchanges with KDHE Bureau of Water and Wastewater**
- **Met with Gary Taylor our certified water/wastewater operator**
- **Measured for a billboard request on N. LL & G**
- **Checked on a curb cut to make sure street was patched correctly.**
- **Will be working in front office 1 afternoon a week to get acclimated to taking payments for coverage when people are gone.**
- **Numerous phone calls about zoning.**

To: Anthony City Commission

Re: Chief of Police report

From: Kenny Hodson

Date: 08-15-2023

We inspected some properties to be cleaned up

We served several weed notices

We investigated a burglary/theft in the 500 block of N. Anthony

We investigated a domestic disturbance in the 500 block of S. Anthony and turned the case over to the C.A. for possible charges

We investigated an attempted theft in the 500 block of N. LL&G

We are investigating a possible aggravated indecent liberties with a minor case