



City Commission Regular Meeting

Tuesday, August 03, 2021 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.

PUBLIC HEARINGS

1. CMB Distance Waiver for PRIDE Chaparral Alumni Street Dance

CONSENT AGENDA

2. Approve Minutes - Regular Meeting of July 20, 2021
3. Special Appropriations:
 - Fund #12 Airport - Runway Extension Project: EBH Quantum Spatial and Electrical subcontract work \$30,710.87
 - Fund #34 Capital Lake Maint. & Imp. - RV Dump Station: EBH Design work \$500.00
4. Appropriation Ordinance No. 6093 \$221,782.95
5. Approve 8.3.2021 Payroll \$56,102.85
6. Re-appoint Sherry Warner to Planning Commission 3-year Term to Expire August 2024
7. Municipal Court Report July 01 thru July 29, 2021
8. Appoint Matt Reed to the Anthony Fire Department
9. Contract for Demolition in Airport RPZ with DLS \$74,500 AIP Project No. 12
10. Contract for Engineering and Related Services with EBH \$163,500 for Cell 1 Lagoon Improvements Project# C20 3005 01

REGULAR BUSINESS

11. Sealed Bid Opening for Transformers **Scheduled 6:05 p.m.

[12.](#) Balloon Fest - Chamber of Commerce, Sheila Adams

13. Executive Session to Discuss Dangerous Structure Pursuant to “consultation with an attorney for the public body or agency which would be deemed privileged in the attorney-client relationship, K.S.A. 75-4319 (b) (2).”

[14.](#) Resolution 1083 Dangerous Structure 112 S. Jennings

[15.](#) Health Nuisance 302 N. Kansas Fye 2021

[16.](#) Resolution No. 1085 Dangerous Structure 432 S. Anthony Gilchrist 2021

[17.](#) Health Resolution No. 1086 415 N. Anthony Trahan 2021

STAFF REPORTS

[18.](#) Administrator Report

[19.](#) Chief of Police report

EXECUTIVE SESSION - Moved to Regular Business

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 OF ANTHONY
Special Event Retailers' Permit

Name of Special Event:

ANTHONY PRIDE CHIPPY ALUMNI DANCE

Date and Time of Event:

9/11/21 - SAT 8pm/2am

Organization(s) Sponsoring Event:

ANTHONY PRIDE

Location of Event:

Municipal Hall + Wayne Dennis Memorial Park

Cannot be within 200' of any school, church, nursing home, library, or hospital without a waiver from the City Commission following a public hearing of the community.

Is this event open to the public? (circle one)

Yes

No

How many times per year is this event held?

①

2

3

4

5

times/year

Name of Applicant (Contact Person):

TERESA HAYS

(SHOP)

Phone # of Applicant (Contact Person):

316-384-1852 or 842-3136

Name and address of person(s) having supervision or management duties for the sale or service of cereal malt beverages at the special event (must be 21 years of age or older):

Name: TERESA HAYS

Address: 401 SMITH

Phone: 316-384-1852

Name: GREG CLEVELAND

Address: 827 N JENNINGS

Phone: 316-289-9525

Name: JD HAYS

Address: 401 SMITH

Phone: 316-253-5868

Please indicate your plan or include a diagram with the application for adequate roping/fencing off of the area where cereal malt beverages are to be sold and consumed: WE PLAN ON

the STREET Being Blocked off, So the STREET + WAYNE DENNIS
* SEE ATTACHED *

Please state any anticipated need for police, fire, or other municipal services:

Municipal Hall - in the event of RAIN, AS WELL
AS the use of Bathroom, Tables & Chairs.
BARRICADES & CONES. (LIGHTS Downtown + Flags on Poles)

It shall be unlawful for any person to conduct an event where cereal malt beverages are sold or served, without first applying for a special event retailers' permit at least 10 days before the event. Permits must be approved by the Anthony City Commission before they are valid. Commission meetings are held on the 1st and 3rd Tuesdays of each month. Please allow for these time frames in the planning of your event.

*By signing below, applicant acknowledges that he/she has read City Ordinance No. G-2793, Section 5 and other restrictions noted on the back side of this document and agrees to abide by all its terms.

Applicant Signature & Date:

Teresa Hays 6/11/21

CITY ORDINANCE NO. G-2793, SECTION 5

SECTION 5. PERMIT REGULATIONS. In addition to and consistent with the requirements of K.S.A. 41-2701 *et seq.*, and amendments thereto, and the provisions and regulations found within Chapter 3, Article 1 of the Code of the City of Anthony, Kansas, applicable to the sale of cereal malt beverages which are not inconsistent with this ordinance, the following permit regulations shall apply:

(a) No temporary permit holder shall allow the serving or sale of cereal malt beverages between the hours of 12:00 a.m. and 10:00 a.m., or consumed and no public occupancy between the hours of 12:30 a.m. and 10:00 a.m. at any event location for which a special event retailers' permit has been issued.

(b) No cereal malt beverage shall be given, sold or traded to any person under 21 years of age.

(c) No more than four special event retailers' permits may be issued to any one applicant in a calendar year.

(d) The person(s) having management or supervisory duties for the sale or service of cereal malt beverages shall be present at the permitted location during the sale or service of cereal malt beverages;

(e) No cereal malt beverages may be taken from the permitted location for consumption elsewhere;

(f) A special event retailers' permit holder shall not be transferable or assignable.

(g) A special event retailers' permit holder shall not be subject to the provisions of the beer and cereal malt beverage registration act, K.S.A. 41-2901 *et seq.*, and amendments thereto.

No permit will be approved if there are conflicts with other city ordinances. This permit is for the sale of cereal malt beverage only, not alcoholic beverages or alcoholic liquor.

Penalties: Any person violating any provision of ordinance no. G-2793 shall be punished by: a fine of not more than \$1,000; or imprisonment in jail for not more than 90 days; or both.

IF APPROVED, EVERY PERMIT HOLDER SHALL CAUSE THE SPECIAL EVENT RETAILERS' PERMIT AND RECEIPT TO BE PLACED IN PLAIN VIEW ON ANY PREMISES WITHIN THE CITY WHERE THE HOLDER OF THE PERMIT IS SERVING CEREAL MALT BEVERAGE FOR CONSUMPTION ON THE PREMISES.

.....
For Official Use Only

Fee: \$50.00 per day. Paid: Date _____ Cash / Check# _____

THIS PERMIT WAS: APPROVED _____ DISAPPROVED _____

Gregory Cleveland, Mayor Date: _____

Cyndra Kastens, City Clerk Date: _____

City Clerk shall notify city law enforcement and forward a copy of the permit to the Harper County Sheriff's Office.

ENTRANCE

MAIN STREET

BARACADE

BARACADE

* We have ~~Bar~~ WEST BARS
 & "Garage Sale Type" FINGERS
 to Mark the Entrance Beer
 Garden. *

Wayne Dennis Mem Park

BEER GARDEN

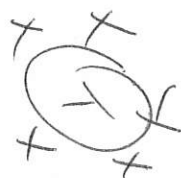
* We will Also Have Private
 Security *

* RAZN *

We have Beer
 Garden Inside

IN FRONT OF
 AUDITORIUM DOORS
 (Front foyer)

Bar



Manor place

Anthony Ave

BARACADE



City Commission Regular Meeting

Tuesday, July 20, 2021 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 Eric Smith

ABSENT

Commissioner Kenny Hodson Jr.

City Clerk/Administrator Cyndra Kastens, Police Chief Kenny Hodson, Deputy City Clerk Sherri Miller, Power Plant Superintendent Larry Berry, Power Plant Operator Hunter Turner, Joe Hall, David Hall, Daniel Ward, and Billy Foss.

- 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 Smith

PUBLIC COMMENT - Larry Berry introduced the new Power Plant Operator, Hunter Turner.

PUBLIC HEARINGS

1. Hearing Public Health Nuisance Daniel Ward

Daniel Ward presented his comments to the Commission in regard to the health nuisance at 436 S Kansas. Police Chief Hodson confirmed that the nuisance has been removed. Admin Kastens will review a legal question Mr. Ward presented. No further action to be taken at this time.

2. Hearing Public Health Nuisance Mary Jo Bush

Billy Foss presented his comments to the Commission and requested a 30 day extension on the nuisance at 501 S Kansas. The Commission agreed to the extension and a further review at the August 17th Commission meeting.

CONSENT AGENDA

3. Approve Minutes - Regular Meeting Minutes of July 6, 2021

Special Meeting Minutes of July 12, 2021

4. Special Appropriations: Municipal Equipment Police - Hp Co Sheriff's Office, Car Camera \$2,000.00
5. Appropriation Ordinance No. 6092 \$281,344.16
6. Approve 07.20.2021 Payroll \$62,224.59
7. Annual Municipal Hall Friendship Meals Agreement
8. Airport FAA ARGP Grant \$22,000
9. Resolution No. 1084 Lease Purchase Agreement

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

Motion made by Commissioner Lanie, Seconded by Commissioner Eaton.

Voting Yea: Mayor Cleveland, Commissioner Eaton, Commissioner Lanie, Commissioner Smith

REGULAR BUSINESS

10. **Health Nuisance 415 N. Anthony Trahan, Jackson**

Motion made by Mayor Cleveland, Seconded by Commissioner Lanie.

Voting Yea: Mayor Cleveland, Commissioner Eaton, Commissioner Lanie, Commissioner Smith

11. **Transformer Bids - Request to Obtain Sealed Bids**

Admin Kastens sought the Commissions approval to submit a request for sealed bids for stock transformers. The Commission guided the Admin to submit the request.

12. **Airport Promotional Project Initiatives**

Mayor Cleveland, expressing interest in possible airport promotional ideas, sought approval of the Commission to support the Mayor and Commissioner Smith to research projects and ideas

and report back to the Commission. Mayor Cleveland would also work in cooperation with the airport board on these preliminary efforts. The Commission approved this work effort.

13. Resolution 1083 Dangerous Structure Date and Time 112 S. Jennings Hall 2021

Joe Hall and legal counsel David Hall posed questions to the Commission regarding this partially collapsed building. The Commission guided the Admin to set up a meeting with the City Attorney present at the earliest convenience. A motion was made to table Resolution No. 1083 and set a special meeting.

Motion made by Commissioner Eaton, Seconded by Commissioner Smith.

Voting Yea: Mayor Cleveland, Commissioner Eaton, Commissioner Lanie, Commissioner Smith

STAFF REPORTS

14. Chief of Police Report

The Police Chief reported on the following police department activity:

We served some notices

I inspected some properties

We investigated a disturbance in the 400 block of E. Steadman and arrested Ricardo Ortega for criminal trespassing, criminal damage to property and kidnapping

We arrested Jennifer Hobbs on a warrant out of Texas

We investigated one minor traffic accident

EXECUTIVE SESSION - NONE

ADJOURNMENT

A motion was made to adjourn the regular meeting.

Motion made by Commissioner Eaton, Seconded by Commissioner Lanie.

Voting Yea: Mayor Cleveland, Commissioner Eaton, Commissioner Lanie, Commissioner Smith

Cyndra Kastens, City Clerk/Administrator

Gregory Cleveland, Mayor

Request for Payments

Federal Audit n/a - State funds

Project: **Airport Runway Extension KDOT Project No.** (Estimated project cost \$1,100,000.00 - Grant \$990,000.00)

Supplemental Grants: Inspection & Materials Testing - Project No. AV-2019-34 Est. Proj. Cost \$130,000.00 - Grant \$117,000.00

AGIS Survey & Flight Check - Project No. AV-2020-01 Est. Proj. Cost \$55,000.00 - Grant \$52,250.00

Engineering Contract - \$170,000.00**Construction Contract - \$1,058,036.66**

Date: 8/3/21

Payment Request Number: Runway Const - Inspect & Mat - #5 AVIS & Flight - #3

Fund Paying Drawdowns: Airport Capital Projects 12-01-4075

	Date	Invoice#	Vendor:	Service:	Engineering	Project Costs	2017 Runway	2019 Insp & Test	2020 AGIS/Fli	City's Share
1.	08/18		Anthony Republican	Ad-Notice to Airport Consultants		\$135.00				
2.	8/18		Jerry Podschun	Crop Damages		\$750.00				
3.	8/18		Harper County	Filing Fee		\$55.00				
4.	09/18	#####	Border States	Wire for underground electric		\$6,380.92				
5.	11/18	6495	Harnden Backhoe	Backhoe work for underground elec		\$2,137.50				
6.	11/18	11738	EBH Engineering	Const Eng & Observation		\$1,757.20				
7.	12/18	11780	EBH Engineering	Const Eng & Observation		\$8,549.02				
8.	12/18	1	Vogts Parga	Construction Pay Est #1		\$113,699.60				
9.	1/19	11820	EBH Engineering	Const Eng & Observation		\$16,479.22				
10.	1/19		KDOT	Reimb. 12/17/18 Runway Const			\$119,996.32			\$13,332.92
11.	2/19	11855	EBH Engineering	Const Eng & Observation		\$9,458.14				
12.	2/19		Harper Advocate	Notice of Hearing Vacate Co Road		\$112.00				
13.	2/19		Rural Water Dist 2	Move Rural Water Line		\$6,283.53				
14.	2/19	2	Vogts Parga	Construction Pay Est #2		\$40,561.02				
15.	2/19		Attica Independent	Notice to Vacate Co Road		\$204.28				
16.	2/19		KDOT	Reimb. 1/31/19 Runway Const			\$59,848.54			\$6,649.84
17.	2/19	11899	EBH Engineering	Const Eng & Observation		\$ 2,573.04				
18.	3/19	3	Vogts Parga	Construction Pay Est #3		\$ 9,729.00				
19.	3/19		KDOT	Reimb. 2/28/19 Runway Const			\$11,071.83			\$1,230.20
20.	4/19	11944	EBH Engineering	Const Eng & Observation		\$2,610.53				
21.	4/19	4	Vogts Parga	Construction Pay Est #4		\$20,239.84				

22.	5/19	11999	EBH Engineering	Const Eng & Observation		\$2,164.17				
23.	6/19	12041	EBH Engineering	Const Eng & Observation		\$10,593.18				
24.	6/19	5	Vogts Parga	Construction Pay Est #5		\$70,160.75				
25.	6/19	6	Vogts Parga	Construction Pay Est #6		\$375,360.03				
26.	6/19	12077	EBH Engineering	Const Eng & Observation		\$10,726.29				
27.	8/19		KDOT	Reimb. 6/27/19 Runway Const			\$448,730.64			\$49,858.96
28.	7/19	7	Vogts Parga	Construction Pay Est #7		\$201,662.54				
29.	7/19	2/22/1933	EBH Engineering	Const Inspection		\$32,639.58				\$23,430.21
30.	8/19		KDOT	Reimb. 7/31/19 Runway Const			\$210,871.91			
31.	8/19	1/8/1900	Vogts Parga	Construction Pay Est #8		\$151,064.08				
32.	8/19	12151	EBH Engineering	Const Inspection		\$11,626.12				
33.	10/19		KDOT	Reimb. 8/29/19 Runway Const			\$130,264.87			\$20,445.73
34.	9/19	6/8/1933	EBH Engineering	Const Inspection		\$10,496.01				
35.	9/19	9	Vogts Parga	Construction Pay Est #9		\$31,271.00				
36.	10/19		Transferred expenses from 2017 grant to 2019 grant							
37.	10/19	12241	EBH Engineering	Const Inspection		\$3,746.28		\$53,746.62		\$5,971.85
38.	12/31		FAA	Flight Check		\$9,493.20				
39.	01/20	12404	EBH Engineering	Const Inspection		\$6,143.45				
40.	2/25	1/7/1934	EBH Engineering	Const Inspection		\$1,209.14				
41.	2/25		Vogts Parga	Construction Pay Est #10		\$10,239.88				
42.	03/31	12494	EBH Engineering	Const Inspection		\$3,613.26				
43.	04/30	4/28/1934	EBH Engineering	AGIS		\$10,475.00				
44.	7/7	12579	EBH Engineering	Survey, Quantum Spatial		\$15,282.87				
45.	8/18/20	12683	EBH Engineering	Survey and Engineering		\$9,934.78				
46.	9/30/20	12745	EBH Engineering	Eng, Survey, and Quantum Spatial		\$27,643.39				
47.	10/27/20	12792	EBH Engineering	Engineer		\$421.29				
48.	12/20		FAA	Flight Check Refund		-\$851.47				
49.	12/31/20		FAA	Reimb			\$9,215.89			\$1,023.99
50.	12/30/20		FAA	Reimb				\$13,239.05		\$1,471.00
	12/30/20		FAA	Reimb				\$34,199.51		\$3,799.95
	12/30/20		FAA	Reimb						
	12/30/20		FAA	Reimb					\$18,160.89	\$998.41
51.	8/3/21	12871	EBH Engineering	Quantum Spatial		\$14,000.00			\$14,518.73	\$764.14
52.	8/3/21	13278	EBH Engineering	Quantum Spatial		\$1,000.00				

**EBH**

EBHengineering.com |

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

January 4, 2021

Project No: R3589.1

Invoice No: 12871

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

Project R3589.1 Anthony Airport Runway 18-36 Extension Construction 2018

Project Manager: Darin Neufeld

Professional Services from October 25, 2020 to November 28, 2020**Amount Due**

Billing Phase	Fee	Earned
Construction	150,924.31	150,924.31
Engineering & Observation		
AGIS	51,282.87	51,282.87
ALP Update	9,934.78	9,934.78
Total Fee	212,141.96	212,141.96
Previous Fee Billing		198,141.96
Current Fee Billing		14,000.00
Total Fee		14,000.00
	Total this Invoice	\$14,000.00

12-01-4075

"RUNWAY EXT"



Evans, Bierly, Hutchinson & Associates, P.A.
1105 Williams ! Great Bend, KS 67530
620.793.8411

Detailed Itemized Statement of Amount Being Claimed by Consultant

11/30/2020

PROJECT NO. R3589.1 Anthony Airport Rwy

Billing Statement No. Twenty One (21)

For Services from 10/25/20 thru 11/28/20

A. Direct Payroll

Employee	Title	Hours	Rate	Extension	Totals
D. Neufeld	Design Engineer (reg hrs)		\$41.75	\$0.00	
D. Neufeld	Design Engineer (ot hrs)		\$62.63	\$0.00	
T. McCann	Inspector (reg hrs)		\$22.50	\$0.00	
T. McCann	Inspector (ot hrs)		\$33.75	\$0.00	
J. Nemechek	Inspector (reg hrs)		\$24.75	\$0.00	
J. Nemechek	Inspector (ot hrs)		\$37.12	\$0.00	
C. Mayberry	Inspector (reg hrs)		\$19.00	\$0.00	
C. Mayberry	Inspector (ot hrs)		\$28.50	\$0.00	
D. Hall	Survey Supervisor (reg hrs)		\$32.00	\$0.00	
F. Feemster	Survey (reg hrs)		\$24.00	\$0.00	
F. Feemster	Survey (ot hrs)		\$36.00	\$0.00	
C. Feemster	Survey (reg hrs)		\$12.00	\$0.00	
C. Feemster	Survey (ot hrs)		\$18.00	\$0.00	
D. Abbott	Technician (reg hrs)		\$25.00	\$0.00	
S. Burns	Secretary (reg hrs)		\$13.25	\$0.00	

\$0.00

**B. Salary related and General Overhead @152.27%
Net Fee**

\$0.00

C. Total Payroll plus Overhead (A + B)

\$0.00

D. Total Direct Payroll

\$0.00

F. Direct Expenses

Vehicle
Meals
Motel
Consultant - Quantum Spatial

\$14,000.00

Total Direct Expenses:

\$14,000.00

Total Cost Claimed (E + F)

\$14,000.00

Less Retainage

\$0.00

TOTAL this voucher

\$14,000.00

THANK YOU !



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

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

July 28, 2021

Project No: R3589.1

Invoice No: 13243

Project R3589.1 Anthony Airport Runway 18-36 Extension Construction 2018

Project Manager: Darin Neufeld

Professional Services from November 29, 2020 to July 24, 2021

Amount Due

Billing Phase	Fee	Earned
Construction	151,635.18	151,635.18
Engineering & Observation		
AGIS	51,282.87	51,282.87
ALP Update	9,934.78	9,934.78
PAPI Light Control Repair	15,000.00	15,000.00
Total Fee	227,852.83	227,852.83
Previous Fee Billing		212,141.96
Current Fee Billing		15,710.87
Total Fee		15,710.87
Total this Invoice		\$15,710.87

Outstanding Invoices

Number	Date	Balance
12871	11/30/2020	14,000.00
Total		14,000.00

Total Now Due \$29,710.87

12-01-4075
"RUNWAY EXT"



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

Detailed Itemized Statement of Amount Being Claimed by Consultant

07/28/2021

PROJECT NO. R3589.1 Anthony Airport Rwy

Billing Statement No. Twenty Two (22)

For Services from 11/29/20 thru 07/24/21

A. Direct Payroll

Employee	Title	Hours	Rate	Extension	Totals
D. Neufeld	Design Engineer (reg hrs)	6	\$41.75	\$250.50	
D. Neufeld	Design Engineer (ot hrs)		\$62.63	\$0.00	
T. McCann	Inspector (reg hrs)		\$22.50	\$0.00	
T. McCann	Inspector (ot hrs)		\$33.75	\$0.00	
J. Nemechek	Inspector (reg hrs)		\$24.75	\$0.00	
J. Nemechek	Inspector (ot hrs)		\$37.12	\$0.00	
C. Mayberry	Inspector (reg hrs)		\$19.00	\$0.00	
C. Mayberry	Inspector (ot hrs)		\$28.50	\$0.00	
D. Hall	Survey Supervisor (reg hrs)		\$32.00	\$0.00	
F. Feemster	Survey (reg hrs)		\$24.00	\$0.00	
F. Feemster	Survey (ot hrs)		\$36.00	\$0.00	
C. Feemster	Survey (reg hrs)		\$12.00	\$0.00	
C. Feemster	Survey (ot hrs)		\$18.00	\$0.00	
D. Abbott	Technician (reg hrs)		\$25.00	\$0.00	
S. Burns	Secretary (reg hrs)		\$13.25	\$0.00	

\$250.50

**B. Salary related and General Overhead @183.78%
Net Fee**

\$460.37

C. Total Payroll plus Overhead (A + B)

\$710.87

D. Total Direct Payroll

\$710.87

F. Direct Expenses

Vehicle	
Meals	
Motel	
Consultant - Strukel Ele.	\$15,000.00

Total Direct Expenses:

\$15,000.00

Total Cost Claimed (E + F)

\$15,710.87

Less Retainage

\$0.00

TOTAL this voucher

\$15,710.87

THANK YOU !



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

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

July 29, 2021

Project No: R3589.1
 Invoice No: 13278

Project R3589.1 Anthony Airport Runway 18-36 Extension Construction 2018
 Project Manager: Darin Neufeld
Professional Services from November 29, 2020 to July 24, 2021
Amount Due

Billing Phase	Fee	Earned
Construction	151,635.18	151,635.18
Engineering & Observation		
AGIS	52,282.87	52,282.87
ALP Update	9,934.78	9,934.78
PAPI Light Control Repair	15,000.00	15,000.00
Total Fee	228,852.83	228,852.83
Previous Fee Billing		227,852.83
Current Fee Billing		1,000.00
Total Fee		1,000.00
Total this Invoice		\$1,000.00

12-01-4075
 "RUNWAY EXT"



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

Detailed Itemized Statement of Amount Being Claimed by Consultant

07/28/2021

PROJECT NO. R3589.1 Anthony Airport Rwy

Billing Statement No. Twenty Three (23)

For Services from 11/29/20 thru 07/24/21

A. Direct Payroll

Employee	Title	Hours	Rate	Extension	Totals
D. Neufeld	Design Engineer (reg hrs)		\$41.75	\$0.00	
D. Neufeld	Design Engineer (ot hrs)		\$62.63	\$0.00	
T. McCann	Inspector (reg hrs)		\$22.50	\$0.00	
T. McCann	Inspector (ot hrs)		\$33.75	\$0.00	
J. Nemechek	Inspector (reg hrs)		\$24.75	\$0.00	
J. Nemechek	Inspector (ot hrs)		\$37.12	\$0.00	
C. Mayberry	Inspector (reg hrs)		\$19.00	\$0.00	
C. Mayberry	Inspector (ot hrs)		\$28.50	\$0.00	
D. Hall	Survey Supervisor (reg hrs)		\$32.00	\$0.00	
F. Feemster	Survey (reg hrs)		\$24.00	\$0.00	
F. Feemster	Survey (ot hrs)		\$36.00	\$0.00	
C. Feemster	Survey (reg hrs)		\$12.00	\$0.00	
C. Feemster	Survey (ot hrs)		\$18.00	\$0.00	
D. Abbott	Technician (reg hrs)		\$25.00	\$0.00	
S. Burns	Secretary (reg hrs)		\$13.25	\$0.00	

\$0.00

**B. Salary related and General Overhead @183.78%
Net Fee**

\$0.00

C. Total Payroll plus Overhead (A + B)

\$0.00

D. Total Direct Payroll

\$0.00

F. Direct Expenses

Vehicle	
Meals	
Motel	
Consultant - Quantum Spatial	\$1,000.00

Total Direct Expenses: \$1,000.00

Total Cost Claimed (E + F) \$1,000.00

Less Retainage \$0.00

TOTAL this voucher \$1,000.00

THANK YOU !

50090

RV Dump Station

34-50-41011

Item 3.

**EBH**

EBHengineering.com |

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

RECEIVED

July 28, 2021

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

Project No: R3994.1
 Invoice No: 13261

AUG 02 2021

By

Project R3994.1 Anthony Lake Pump Station Improvements 2021

Project Manager: Michael Younger

Professional Services from June 27, 2021 to July 24, 2021

Amount Due

Billing Phase	Fee	Earned
Survey	4,000.00	4,000.00
Design	8,000.00	1,400.00
Construction Engineering & Staking	5,000.00	0.00
Easement Boundary Description	1,000.00	0.00
Total Fee	18,000.00	5,400.00
	Previous Fee Billing	4,900.00
	Current Fee Billing	500.00
	Total Fee	500.00
	Total this Invoice	\$500.00

BALANCE SHEET

CALENDAR 8/2021, FISCAL 8/2021

ACCOUNT NUMBER	ACCOUNT TITLE	PTD BAL.	YTD BAL
01-00-0010	GENERAL OPERATING	20,735.73-	1,128,229.67
02-00-0010	WATER	11,139.95-	942,044.46
03-00-0010	ELECTRIC	28,841.36-	3,217,839.44
04-00-0010	SALES TAX & STATE FEES		27,860.45
05-00-0010	SEWAGE DISPOSAL	5,084.43-	299,171.02
10-00-0010	EMP INSURANCE/BENEFIT	2,665.51-	236,554.05
12-00-0010	AIRPORT	31,541.99-	173,175.70
14-00-0010	INDUSTRIAL DEVELOPMENT		28,174.09
16-00-0010	SERVICE DEPOSIT		69,564.83
17-00-0010	SPECIAL STREETS & HIGHWAY		141,612.81
18-00-0010	PUBLIC RELIEF		26,630.25
19-00-0010	WATER UTILITY RESERVE		103,333.10
21-00-0010	WWTF LOAN 2000	143,535.03-	130,582.16
23-00-0010	WATER DEBT SVC RESERVE S2013		50,353.97
24-00-0010	BOND & INTEREST		39,226.43
25-00-0010	LIBRARY		644.00
26-00-0010	RECREATION COMMISSION	4,692.94-	97,091.31
29-00-0010	RECREATION		6,914.54
30-00-0010	MUNICIPAL EQUIPMENT RESERVE		89,825.02
32-00-0010	SPECIAL PARKS & RECREATION		20,737.50
34-00-0010	CAPITAL IMPROVEMENT	500.00-	1,032,361.59
37-00-0010	GO BONDS S2010 POOL		22,962.37
40-00-0010	ELECTRIC UTILITY RESERVE		1,635,017.00
41-00-0010	EL UTIL S2017 REV BOND		1,243,697.66
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		164,258.91
60-00-0010	INSURANCE PROCEEDS		26,550.00
75-00-0010	COSTS OF ISS.ELEC BONDS 2013		2,421.53
81-00-0010	WASTEWATER LAGOON CLEANING		155,600.00
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	TRANS GUEST APPROVED		11,520.94
96-00-0010	WAYNE DENNIS FUNDS		63,200.98
97-00-0011	DT REVIT. REVOLVING LOAN		.56
98-00-0010	TRANSIENT GUEST TAX		10,536.31
		=====	=====
	PROOF	248,736.94-	14,215,107.10
		=====	=====

CLAIMS REPORT

Check Range: 7/22/2021- 8/04/2021

6093

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
GENERAL OPERATING					
AJ REPAIR	REMOVE VEHICLE 419 N JENNINGS		53.50	45267	8/04/21
ANTHONY REPUBLICAN	CMB/PRIDE		89.70	45272	8/04/21
AT&T	HALL WIFI		52.79	45268	8/04/21
BIG BLUE BACKERS	2021 BANNER		62.50	45274	8/04/21
ECOWATER SYSTEMS	PD WATER		16.00	45277	8/04/21
FIRST BANK	AUGUST GRADER		2,963.50	1249116	8/03/21
GREAT-WEST FINANCIAL	8/03/21 PR		291.20	1249118	8/03/21
HAZEL'S SHEET METAL INC	SHOP AC REPAIR		124.85	45280	8/04/21
HUB INTERNATIONAL	AUGUST BROKER FEE		51.00	45279	8/04/21
IRS PAYROLL TAXES	8/03/2021 PR		3,409.80	1249119	8/03/21
KANSAS STATE TREASURER	JUNE COURT FEES		634.50	45284	8/04/21
KANZA BANK	Doc fee 2021 Dodge Durango	400.00		45250	7/22/21
KANZA BANK	AUGUST FIRE TRUCK	1,977.72		45265	7/29/21
KANZA BANK	AUGUST 2021 DODGE DURANGO	698.13	3,075.85	45281	8/04/21
KONICA MINOLTA BUSINESS SOLUTI	PD SUPPORT SVC		98.44	45285	8/04/21
KPERS	08/03/21 PR		2,426.27	1249120	8/03/21
KS DEPT OF REV-WITHHOLDING	8/03/21 PR		535.71	1249117	8/03/21
LIBERTY NATIONAL	AUGUST		9.78	1249121	8/03/21
MANHATTANLIFE ASSURANCE COMP	CANCER INS		74.92	45266	7/29/21
REBECCA MENDOZA	DOG PICK UP		10.00	45286	8/04/21
NEW YORK LIFE	EMP LIFE INS		48.75	45288	8/04/21
PIONEER CELLULAR	842-2081 PD CELL		30.02	45289	8/04/21
RUSTY ECK FORD	#81 PARTS		260.87	45290	8/04/21
SOUTH CENTRAL WIRELESS	3134,5123,5569 PHONE FEES		411.10	45291	8/04/21
UNIFIRST CORPORATION	EMPLOYEE UNIFORMS		110.80	45294	8/04/21
VISION SERVICE PLAN	AUGUST VISION		141.25	1249122	8/03/21
01 GENERAL OPERATING TOTAL			14,983.10		
WATER					
AMAZON CAPITAL SERVICES	FLOOR MATS FOR OFFICE/ERASERS		123.61	45270	8/04/21
ATMOS ENERGY	3018386827 NAT GAS		24.94	45273	8/04/21
BIG BLUE BACKERS	2021 BANNER		62.50	45274	8/04/21
MIKE BROWN	AUGUST CAMPHOST		175.00	45275	8/04/21
GREAT-WEST FINANCIAL	8/03/21 PR		32.50	1249118	8/03/21
HAZEL'S SHEET METAL INC	SHOP AC REPAIR		124.85	45280	8/04/21
HUB INTERNATIONAL	AUGUST BROKER FEE		99.00	45279	8/04/21
IRS PAYROLL TAXES	8/03/2021 PR		1,824.89	1249119	8/03/21
KPERS	08/03/21 PR		1,264.89	1249120	8/03/21
KS DEPT OF REV-WITHHOLDING	8/03/21 PR		274.25	1249117	8/03/21
LIBERTY NATIONAL	AUGUST		6.06	1249121	8/03/21
MANHATTANLIFE ASSURANCE COMP	CANCER INS		20.46	45266	7/29/21
MICROSOFT AZURE	USAGE CHARGE		6.33	45287	8/04/21
MUTUAL OF OMAHA	AUGUST LIFE INS		46.80	1249123	8/03/21
NEW YORK LIFE	EMP LIFE INS		15.58	45288	8/04/21
PIONEER CELLULAR	842-2321 WATER CELL		73.22	45289	8/04/21
SOUTH CENTRAL WIRELESS	SHOP LINES, EMERGENCY LINE		277.48	45291	8/04/21
TELE-COMMUNICATIONS INC	ANSWERING SERVICE		90.00	45292	8/04/21
ULINE	SDS COMPLIANCE CENTER		223.80	45293	8/04/21
UNIFIRST CORPORATION	EMPLOYEE UNIFORMS		84.50	45294	8/04/21
VISION SERVICE PLAN	AUGUST VISION		81.06	1249122	8/03/21

CLAIMS REPORT

Check Range: 7/22/2021- 8/04/2021

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
02 WATER TOTAL			4,931.72		
ELECTRIC					
AMAZON CAPITAL SERVICES	EMERGENCY EXIT SIGNS-PLANT	204.63	45270	8/04/21	
ANDERSON WELDING	PLATES FOR RADIATORS #2	89.30	45271	8/04/21	
AT&T	P PLANT PHONE	11.84	45268	8/04/21	
ATMOS ENERGY	P. PLANT NAT. GAS	375.93	45273	8/04/21	
BIG BLUE BACKERS	2021 BANNER	62.50	45274	8/04/21	
DARK OIL COMPANY, INC.	PLANT BULK OIL	2,717.58	45276	8/04/21	
GREAT-WEST FINANCIAL	8/03/21 PR	329.10	1249118	8/03/21	
HAZEL'S SHEET METAL INC	SHOP AC REPAIR	124.85	45280	8/04/21	
HUB INTERNATIONAL	AUGUST BROKER FEE	99.00	45279	8/04/21	
IRS PAYROLL TAXES	8/03/2021 PR	4,278.48	1249119	8/03/21	
KANSAS ELECTRIC COOPERATIVES	July Safety Meeting	2,200.00	45283	8/04/21	
KPERS	08/03/21 PR	3,038.75	1249120	8/03/21	
KS DEPT OF REV-WITHHOLDING	8/03/21 PR	718.32	1249117	8/03/21	
LIBERTY NATIONAL	AUGUST	113.34	1249121	8/03/21	
MANHATTANLIFE ASSURANCE COMP	CANCER INS	93.70	45266	7/29/21	
MICROSOFT AZURE	USAGE CHARGE	12.66	45287	8/04/21	
MUTUAL OF OMAHA	AUGUST LIFE INS	93.54	1249123	8/03/21	
NEW YORK LIFE	EMP LIFE INS	20.93	45288	8/04/21	
PIONEER CELLULAR	842-7801 ELECTRIC CELL	42.32	45289	8/04/21	
SOUTH CENTRAL WIRELESS	5434,3219,3934,5753,5960 PHONE	296.01	45291	8/04/21	
TELE-COMMUNICATIONS INC	ANSWERING SERVICE	90.00	45292	8/04/21	
UNIFIRST CORPORATION	EMPLOYEE UNIFORMS	373.53	45294	8/04/21	
VISION SERVICE PLAN	AUGUST VISION	189.23	1249122	8/03/21	
WHEATLAND ELECTRIC COOP INC	LAKE LIGHTS	17.68	45295	8/04/21	
03 ELECTRIC TOTAL			15,593.22		
SALES TAX & STATE FEES					
DIRECTOR OF TAXATION	JUNE SALES TAX	7,800.56	1249115	7/26/21	
04 SALES TAX & STATE FEES TOTAL			7,800.56		
SEWAGE DISPOSAL					
AMAZON CAPITAL SERVICES	FLOOR MATS FOR OFFICE/ERASERS	45.80	45270	8/04/21	
ANTHONY REPUBLICAN	KDHE LOAN-ORD#G-2860	379.50	45272	8/04/21	
BIG BLUE BACKERS	2021 BANNER	62.50	45274	8/04/21	
GREAT-WEST FINANCIAL	8/03/21 PR	16.73	1249118	8/03/21	
HUB INTERNATIONAL	AUGUST BROKER FEE	51.00	45279	8/04/21	
IRS PAYROLL TAXES	8/03/2021 PR	801.62	1249119	8/03/21	
KPERS	08/03/21 PR	597.66	1249120	8/03/21	
KS DEPT OF REV-WITHHOLDING	8/03/21 PR	114.61	1249117	8/03/21	
LIBERTY NATIONAL	AUGUST	9.18	1249121	8/03/21	
MANHATTANLIFE ASSURANCE COMP	CANCER INS	9.58	45266	7/29/21	
MICROSOFT AZURE	USAGE CHARGE	6.33	45287	8/04/21	
MUTUAL OF OMAHA	AUGUST LIFE INS	12.33	1249123	8/03/21	
NEW YORK LIFE	EMP LIFE INS	7.31	45288	8/04/21	
ULINE	SDS COMPLIANCE CENTER	74.60	45293	8/04/21	
UNIFIRST CORPORATION	EMPLOYEE UNIFORMS	34.61	45294	8/04/21	
VISION SERVICE PLAN	AUGUST VISION	21.86	1249122	8/03/21	

CLAIMS REPORT

Check Range: 7/22/2021- 8/04/2021

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
	05 SEWAGE DISPOSAL TOTAL		2,245.22		
EMPLOYEE BENEFIT MUTUAL OF OMAHA	AUGUST LIFE INS		70.53	1249123	8/03/21
	10 EMPLOYEE BENEFIT TOTAL		70.53		
AIRPORT					
EVANS-BIERLY-HUTCHISON & ASSOC	RUNWAY EXT	30,710.87	45278	8/04/21	
GREAT-WEST FINANCIAL	8/03/21 PR	2.97	1249118	8/03/21	
IRS PAYROLL TAXES	8/03/2021 PR	142.82	1249119	8/03/21	
KPERS	08/03/21 PR	114.10	1249120	8/03/21	
KS DEPT OF REV-WITHHOLDING	8/03/21 PR	18.44	1249117	8/03/21	
SOUTH CENTRAL WIRELESS	3400 AIRPORT LINE	46.88	45291	8/04/21	
	12 AIRPORT TOTAL		31,036.08		
WWTF LOAN 2000					
KS DEPT OF HEALTH & ENVIR	C20121201	143,535.03	45282	8/04/21	
	21 WWTF LOAN 2000 TOTAL		143,535.03		
RECREATION COMMISSION					
AMAZON CAPITAL SERVICES	PHONE	12.95	45270	8/04/21	
IRS PAYROLL TAXES	8/03/2021 PR	801.31	1249119	8/03/21	
KS DEPT OF REV-WITHHOLDING	8/03/21 PR	88.31	1249117	8/03/21	
PIONEER CELLULAR	842-7466 REC CELL	68.03	45289	8/04/21	
SOUTH CENTRAL WIRELESS	2100 PHONE LINE	42.31	45291	8/04/21	
ULINE	SDS COMPLIEANCE CENTER	74.58	45293	8/04/21	
	26 RECREATION COMMISSION TOTAL		1,087.49		
CAPITAL IMPROVEMENT FUND					
EVANS-BIERLY-HUTCHISON & ASSOC	RV DUMP STATION	500.00	45278	8/04/21	
	34 CAPITAL IMPROVEMENT FUND TOTAL		500.00		
	Accounts Payable Total		221,782.95		

**CLAIMS REPORT
CLAIMS FUND SUMMARY**

FUND	NAME	AMOUNT
01	GENERAL OPERATING	14,983.10
02	WATER	4,931.72
03	ELECTRIC	15,593.22
04	SALES TAX & STATE FEES	7,800.56
05	SEWAGE DISPOSAL	2,245.22
10	EMPLOYEE BENEFIT	70.53
12	AIRPORT	31,036.08
21	WWTF LOAN 2000	143,535.03
26	RECREATION COMMISSION	1,087.49
34	CAPITAL IMPROVEMENT FUND	500.00

	TOTAL FUNDS	221,782.95

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.	27.40	.00	.00	.00	27.40	1166.31	.00	.00	.00	1166.31	301.27
102 POLICE	545.00	.00	.00	.00	545.00	9550.88	.00	.00	.00	9550.88	1913.22
104 STREET	240.00	.00	.00	.00	240.00	5277.08	.00	.00	.00	5277.08	981.09
105 GEN-ZONING	.10	.00	.00	.00	.10	139.81	.00	.00	.00	139.81	.00
230 WATER-LAKE	119.50	.00	.00	.00	119.50	1619.00	.00	.00	.00	1619.00	370.62
231 WATER-PRODUCTIO	9.50	.00	.00	.00	9.50	164.07	.00	.00	.00	164.07	.00
232 WATER-DISTRIBUT	389.45	.00	.00	.00	389.45	4950.11	.00	.00	.00	4950.11	1446.85
233 WATER-COMM& GEN	85.94	.00	.00	.00	85.94	2377.60	.00	.00	.00	2377.60	.00
331 ELECTRIC-PROD	577.00	.00	.00	.00	577.00	7430.00	.00	.00	.00	7430.00	1276.51
332 ELEC-DISTRIBUTI	680.60	.00	.00	.00	680.60	9021.18	.00	.00	.00	9021.18	2070.26
333 ELECTRIC-COMM	115.38	.00	.00	.00	115.38	3914.74	.00	.00	.00	3914.74	423.04
533 SEWER-COMM & GE	31.93	.00	.00	.00	31.93	696.84	.00	.00	.00	696.84	.00
534 SEWER-TREATMENT	285.70	.00	.00	.00	285.70	3262.62	.00	.00	.00	3262.62	.00
1201 AIRPORT	36.00	.00	.00	.00	36.00	767.32	.00	.00	.00	767.32	.00
2601 REC - GEN	18.00	.00	.00	.00	18.00	288.00	.00	.00	.00	288.00	.00
2621 REC - POOL	374.50	.00	.00	.00	374.50	3535.63	.00	.00	.00	3535.63	.00
2622 REC - BALL	22.00	.00	.00	.00	22.00	352.00	.00	.00	.00	352.00	.00
5102 OT GEN POLICE	.00	20.50	.00	.00	20.50	.00	537.30	.00	.00	537.30	.00
5230 LAKE-OVERTIME	.00	2.00	.00	.00	2.00	.00	45.00	.00	.00	45.00	.00
5232 OT WATER DIST	.00	8.00	.00	.00	8.00	.00	259.45	.00	.00	259.45	.00
5233 OT WA COMM/GEN	.00	2.00	.00	.00	2.00	.00	59.21	.00	.00	59.21	.00
5331 OT ELEC PROD	.00	4.00	.00	.00	4.00	.00	213.64	.00	.00	213.64	.00
5332 OT ELEC DIST	.00	5.50	.00	.00	5.50	.00	196.94	.00	.00	196.94	.00
5534 OT SEWER TREAT	.00	6.50	.00	.00	6.50	.00	212.24	.00	.00	212.24	.00
6102 SHIFT GEN POLIC	.00	.00	.00	.00	131.75	.00	.00	.00	.00	65.88	.00
99999 DISTRIBUTED	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	492.76
TOTAL	3558.00	48.50	.00	.00	3738.25	54513.19	1523.78	.00	.00	56102.85	9275.62

COURT REPORTING CASE REPORT

OFFN DATES: 07/01/2021-07/29/2021

FOR OFFICER CODES: BARR-TPOT

CASE NO	DEFENDANT'S NAME OFFICER'S NAME	TICKET NO	CRT DATE OFN DATE	FINE OFFENSE DESC	CRT COST	OFFN FEE	ACTN FEE	CASE TOTL	AMT PAID LST PYDT	AMT DUE
202100066	PERRY, JOSHUA W MANNING HERMAN	4551	8/10/21 7/05/21	.00 SPEEDING 12 MPH OVER	.00	.00	.00	.00	.00	.00
202100067	BOHAM, REX D HADSALL CRAIG	4548	8/10/21 7/01/21	.00 SPEEDING 13 MPH OVER	.00	.00	.00	.00	.00	.00
202100068	SAMANIEGO, CYNTHIA A THOMPSON CHAD	4547	8/10/21 7/01/21	.00 DRIVING IN VIOLATION OF RESTR	.00	.00	.00	.00	.00	.00
202100069	TERRILL, DENNIS J THOMPSON CHAD	4552	8/10/21 7/07/21	60.00 SPEEDING 15 MPH OVER	74.50	23.50	.00	158.00	158.00 7/21/21	.00
202100070	BAHADORANI, BRANDON S THOMPSON CHAD	4553	8/10/21 7/11/21	.00 SPEEDING 14 MPH OVER	.00	.00	.00	.00	.00	.00
202100071	REEVES, JAROM HODSON KENNY	1368	8/10/21 7/12/21	.00 VIOLATING PEDESTRIAN SIGNAL	.00	.00	.00	.00	.00	.00
202100072	HENDERSON, JAKE M MANNING HERMAN	4557	8/10/21 7/14/21	.00 ILLEGAL TAG/NO TAG SPEEDING 8 MPH OVER	.00	.00	.00	.00	.00	.00
202100073	MOUNT, SHELBY F MANNING HERMAN	4554	8/10/21 7/13/21	.00 SPEEDING 7 MPH OVER EXPIRED LICENSE/NO D.L.	.00	.00	.00	.00	.00	.00
202100074	RHODES, AMY C MANNING HERMAN	4555	8/10/21 7/13/21	.00 UNAUTHORIZED MINOR	.00	.00	.00	.00	.00	.00
202100075	COPENHAVER, TRACY K MANNING HERMAN	4556	8/10/21 7/13/21	.00 ILLEGAL TAG/NO TAG	.00	.00	.00	.00	.00	.00
202100076	BREWER, KENNETH L MANNING HERMAN	4559	8/10/21 7/16/21	.00 SPEEDING 12 MPH OVER	.00	.00	.00	.00	.00	.00

COURT REPORTING CASE REPORT

OFFN DATES: 07/01/2021-07/29/2021

Page Item 7.

FOR OFFICER CODES: BARR-TPOT

CASE NO	DEFENDANT'S NAME OFFICER'S NAME	TICKET NO	CRT DATE OFN DATE	FINE OFFENSE DESC	CRT COST	OFFN FEE	ACTN FEE	CASE TOTL	AMT PAID LST PYDT	AMT DUE
202100077	WINGERT, WESLEY D MANNING HERMAN	4560	8/10/21 7/17/21	30.00 SPEEDING 10 MPH OVER	74.50	23.50	.00	128.00	128.00 7/21/21	.00
202100078	NITTER, ALISON A MANNING HERMAN	4561	8/10/21 7/17/21	.00 SPEEDING 10 MPH OVER	.00	.00	.00	.00	.00	.00
202100079	PASSET, MATTIE LEA THOMPSON CHAD	4568	8/24/21 7/20/21	.00 SPEEDING 12 MPH OVER	.00	.00	.00	.00	.00	.00
202100080	TRAHAN, MEALNIE D THOMPSON CHAD	4562	9/14/21 7/20/21	.00 SPEEDING 11 MPH OVER NO/PROOF/INSURANCE	.00	.00	.00	.00	.00	.00
202100081	SUPERNAW, RITA K THOMPSON CHAD	4563	9/14/21 7/20/21	.00 SPEEDING 11 MPH OVER	.00	.00	.00	.00	.00	.00
202100082	CASSE, JULIA G MANNING HERMAN	4564	8/24/21 7/22/21	.00 SPEEDING 10 MPH OVER	.00	.00	.00	.00	.00	.00
202100083	HEDLUND, KARTER C THOMPSON CHAD	4565	9/14/21 7/24/21	.00 DRIVING IN VIOLATION OF RESTR INATTENTIVE DRIVING ILLEGAL TAG/NO TAG	.00	.00	.00	.00	.00	.00
202100084	SHURLEY, DANIEL MANNING HERMAN	4567	8/24/21 7/27/21	.00 SPEEDING 12 MPH OVER	.00	.00	.00	.00	.00	.00
202100085	BERGMAN, JIM L MANNING HERMAN	4569	8/24/21 7/27/21	.00 FTY AT STOP OR YIELD SIGN	.00	.00	.00	.00	.00	.00
202100086	WYATT, MARIAH R MANNING HERMAN	4570	8/24/21 7/27/21	.00 FTY AT STOP OR YIELD SIGN	.00	.00	.00	.00	.00	.00
202100087	RANDOLPH, AUSTIN WADE MANNING HERMAN	4571	8/24/21 7/27/21	.00 FTY AT STOP OR YIELD SIGN	.00	.00	.00	.00	.00	.00

COURT REPORTING CASE REPORT

OFFN DATES: 07/01/2021-07/29/2021

FOR OFFICER CODES: BARR-TPOT

CASE NO	DEFENDANT'S NAME OFFICER'S NAME	TICKET NO	CRT DATE OFN DATE	FINE OFFENSE DESC	CRT COST	OFFN FEE	ACTN FEE	CASE TOTL	AMT PAID LST PYDT	AMT DUE
202100088	COURTNEY, ROBERT P THOMPSON CHAD	4566	9/14/21 7/25/21	.00 SPEEDING 13 MPH OVER	.00	.00	.00	.00	.00	.00

REPORT TOTALS	286.00	286.00	.00
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ANTHONY MUNICIPAL AIRPORTREMOVE/DEMO BUILDINGS ON ACQUIRED PROPERTY**CONTRACT AGREEMENT**

ANTHONY MUNICIPAL AIRPORT
DEMOLITION & SITE CLEARING RUNWAY 36 RPZ
AIP Project No. 3-20-0002-012

THIS AGREEMENT, MADE AS OF 5-26-2021 **IS BY AND BETWEEN**

the OWNER: Office of City Clerk, Anthony, Kansas
 204 West 11th, PO Box 59
 Anthony, KS 67735

And the CONTRACTOR:

DLS Enterprises, LLC
 874 N. State Road 14
 Harper, KS 67058-8024

WITNESSETH:

WHEREAS it is the intent of the Owner to make improvements at the Anthony Municipal Airport generally described as follows;

Removing All Existing Structures and Trees as identified in these Project Documents

hereinafter referred to as the Project.

NOW THEREFORE in consideration of the mutual covenants hereinafter set forth, OWNER and CONTRACTOR agree as follows:

ARTICLE 1 - WORK

It is hereby mutually agreed that for and in consideration of the payments as provided for herein to the CONTRACTOR by the OWNER, CONTRACTOR shall faithfully furnish all necessary labor, equipment, and material and shall fully perform all necessary work to complete the Project in strict accordance with this Contract Agreement and the Contract Documents.

ARTICLE 2 – CONTRACT DOCUMENTS

CONTRACTOR agrees that the Contract Documents consist of the following: this Agreement, General Provisions, Supplementary Provisions, Specifications, Drawings, all issued addenda, Notice-to-Bidders, Instructions-to-Bidders, Proposal and associated attachments, Performance Bond, Payment Bond, Wage Rate Determination, Insurance certificates, documents incorporated by reference, documents incorporated by attachment, and all OWNER authorized change orders issued subsequent to the date of this agreement. All documents comprising the Contract Documents are complementary to one another and together establish the complete terms, conditions and obligations of the CONTRACTOR. All said Contract Documents are incorporated by reference into the Contract Agreement as if fully rewritten herein or attached thereto.

ARTICLE 3 – CONTRACT PRICE

In consideration of the faithful performance and completion of the Work by the CONTRACTOR in accordance with the Contract Documents, OWNER shall pay the CONTRACTOR an amount equal to:

\$ <u>Seventy-Four Thousand Five Hundred Dollars and Zero Cents</u> (Amount in Written Words)	(\$ <u>74,500.00</u>) (Amount in Numerals)
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subject to the following:

- a. Said amount is based on the schedule of prices and estimated quantities stated in CONTRACTOR'S Bid Proposal, which is attached to and made a part of this Agreement;
- b. Said amount is the aggregate sum of the result of the CONTRACTOR'S stated unit prices multiplied by the associated estimated quantities;

- c. CONTRACTOR and OWNER agree that said estimated quantities are not guaranteed and that the determination of actual quantities is to be made by the OWNER'S ENGINEER;
- d. Said amount is subject to modification for additions and deductions as provided for within the Contract General Provisions.

ARTICLE 4 – PAYMENT

Upon the completion of the work and its acceptance by the OWNER, all sums due the CONTRACTOR by reason of faithful performance of the work, taking into consideration additions to or deductions from the Contract price by reason of alterations or modifications of the original Contract or by reason of "Extra Work" authorized under this Contract, will be paid to the CONTRACTOR by the OWNER after said completion and acceptance.

The acceptance of final payment by the CONTRACTOR shall be considered as a release in full of all claims against the OWNER, arising out of, or by reason of, the work completed and materials furnished under this Contract.

OWNER shall make progress payments to the CONTRACTOR in accordance with the terms set forth in the General Provisions. Progress payments shall be based on estimates prepared by the ENGINEER for the value of work performed and materials completed in place in accordance with the Contract Drawings and Specifications.

Progress payments are subject to retainage requirements as set forth in the General Provisions.

ARTICLE 5 – CONTRACT TIME

The CONTRACTOR agrees to commence work within ten (10) calendar days of the date specified in the OWNER'S Notice-to-Proceed. CONTRACTOR further agrees to complete said work within **45 calendar days** of the commencement date stated within the Notice-to-Proceed.

It is expressly understood and agreed that the stated Contract Time is reasonable for the completion of the Work, taking all factors into consideration. Furthermore, extensions of the Contract Time may only be permitted by execution of a formal modification to this Contract Agreement in accordance with the General Provisions and as approved by the OWNER.

ARTICLE 6 – LIQUIDATED DAMAGES

The CONTRACTOR and OWNER understand and agree that time is of essence for completion of the Work and that the OWNER will suffer additional expense and financial loss if said Work is not completed within the authorized Contract Time. Furthermore, the CONTRACTOR and OWNER recognize and understand the difficulty, delay, and expense in establishing the exact amount of actual financial loss and additional expense. Accordingly, in place of requiring such proof, the CONTRACTOR expressly agrees to pay the OWNER as liquidated damages the non-penal sum of \$ **1,500** per day for each day required in excess of the authorized Contract Time.

Furthermore, the CONTRACTOR understands and agrees that;

- a. the OWNER has the right to deduct from any moneys due the CONTRACTOR, the amount of said liquidated damages;
- b. the OWNER has the right to recover the amount of said liquidated damages from the CONTRACTOR, SURETY or both.

ARTICLE 7 – CONTRACTOR'S REPRESENTATIONS

The CONTRACTOR understands and agrees that all representations made by the CONTRACTOR within the Proposal shall apply under this Agreement as if fully rewritten herein.

ARTICLE 8 – CONTRACTOR'S CERTIFICATIONS

The CONTRACTOR understands and agrees that all certifications made by the CONTRACTOR within the Proposal shall apply under this Agreement as if fully rewritten herein. The CONTRACTOR further certifies the following;

- a. **Certification of Eligibility** (29 CFR Part 5.5)
 - i. By Entering into this contract, the CONTRACTOR certifies that neither he or she nor any person or firm who has an interest in the CONTRACTOR'S firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1);
 - ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1);
 - iii. The penalty for making false statements is prescribed in the U.S. Criminal Code 18 U.S.C.

ANTHONY MUNICIPAL AIRPORT

REMOVE/DEMO BUILDINGS ON ACQUIRED PROPERTY

b. Certification of Non-Segregated Facilities (41 CFR Part 60-1.8)
The federally-assisted construction CONTRACTOR, certifies that it does not maintain or provide, for its employees, any segregated facilities at any of its establishments and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The CONTRACTOR certifies that it will not maintain or provide, for its employees, segregated facilities at any of its establishments and that it will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Bidder agrees that a breach of this certification is a violation of the Equal Opportunity Clause, which is to be incorporated in the contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The CONTRACTOR agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that it will retain such certifications in its files.

ARTICLE 9 – MISCELLANEOUS

- a. CONTRACTOR understands that it shall be solely responsible for the means, methods, techniques, sequences and procedures of construction in connection with completion of the Work;
- b. CONTRACTOR understands and agrees that it shall not accomplish any work or furnish any materials that are not covered or authorized by the Contract Documents unless authorized in writing by the OWNER or ENGINEER;
- c. The rights of each party under this Agreement shall not be assigned or transferred to any other person, entity, firm or corporation without prior written consent of both parties;
- d. OWNER and CONTRACTOR each bind itself, their partners, successors, assigns and legal representatives to the other party in respect to all covenants, agreements, and obligations contained in the Contract Documents.

ARTICLE 10 – OWNER’S REPRESENTATIVE

The OWNER’S Representative, herein referred to as ENGINEER, is defined as follows:

Evans-Bierly-Hutchison & Associates, P.A., Consulting Engineer
500 E Main
Marion, KS 66861

Said ENGINEER will act as the OWNER’S representative and shall assume all rights and authority assigned to the ENGINEER as stated within the Contract Documents in connection with the completion of the Project Work.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have executed four (4) copies of this Agreement on the day and year first noted herein.

City of Anthony

DLS Enterprises, LLC

By: _____

By: _____

Mayor

(Office or Position of Signer)

(Office or Position of Signer)

(SEAL)

(SEAL)

ATTEST: _____

ATTEST: _____

(Office or Position of Signer)

(Office or Position of Signer)

CONTRACT FOR ENGINEERING SERVICES

for

WWTF CELL NO. 1 IMPROVEMENTS 2021

This **Contract** is made and executed in duplicate this ____ day of _____, 2021, by and between the **CITY OF ANTHONY, KANSAS**, hereinafter called **OWNER**, party of the first part; and **EVANS, BIERLY, HUTCHISON & ASSOCIATES, P.A.**, Consulting Engineers, Goodland, Kansas, hereinafter called **ENGINEER**, party of the second part.

As used hereinafter, **PROJECT** shall consist of the following proposed WWTF Cell No. 1 Improvements as follows:

- Remove existing sludge and HDPE liner from Cell No. 1
- Rework all side slopes to correct erosion behind existing liner system.
- Install soil liner to seal lagoon.
- Install rip-rap for slope protection.
- Remove and replace inlet and outlet piping.

Witnesseth: That in consideration of the mutual covenants contained herein, **OWNER** hereby agrees to employ **ENGINEER** to perform the Engineering Services hereinafter outlined, and to make payment for these services as set forth below:

SECTION 1 – ENGINEERING SERVICES

1.1 DESIGN

1.1.1 Field design surveys for the **PROJECT**.

1.1.2 Prepare necessary working Drawings and Specifications.

1.1.3 Review Preliminary Plans with **OWNER**.

1.1.4 Obtain the required state approvals of the Plans and Specifications prior to construction.

1.1.5 Coordinate with KDHE and obtain required project approvals and submit project documentation.

1.1.6 Assist **OWNER** in advertising the **PROJECT** to contractors. Provide bid documents to interested contractors at cost. Attend the bid letting, assist and advise **OWNER** in opening bids and in awarding a construction contract. All printing and publishing costs shall be paid by **OWNER**.

1.2 CONSTRUCTION ENGINEERING AND OBSERVATION

1.2.1 **ENGINEER** shall perform construction staking for this **PROJECT**.

1.2.2 Conduct pre-construction conference with **OWNER**, Contractor and KDHE.

1.2.3 Review all equipment/shop drawings and other submittals by the construction contractor.

1.2.4 Prepare any change orders for approval by **OWNER**.

1.2.5 Review the contractor's monthly payment requests and forward payment requests to **OWNER**.

- 1.2.6 Provide contract document interpretations.
- 1.2.7 Make final inspection of the completed **PROJECT** with the **OWNER**.
- 1.2.8 Prepare “As-Constructed Drawings” and provide two sets of prints to **OWNER**.
- 1.2.9 Advise and assist **OWNER** in initial start-up, including on-site observations, direction and monitoring as required. Sampling and testing costs, if required, shall to be borne by **OWNER**.
- 1.2.10 For the period of one year after the initiation of operation: advise and direct **OWNER** in operations; prepare curricula and material for operator training and conduct operator training, as necessary.
- 1.2.11 **ENGINEER** will provide a competent Resident Project Representative who will observe the work while construction is in progress. The **ENGINEER** will make on-site observations during and at the completion of the **PROJECT**. Such construction observation does not guarantee the work of the contractor nor provide any control over the contractor’s work methods. The presence or absence of a construction observer does not relieve the contractor of sole responsibility for safety at the work site.

1.3 KANSAS WATER POLLUTION CONTROL REVOLVING FUND (KWPCRF) ADMINISTRATION

- 1.3.1 The **ENGINEER** shall assist the **OWNER** in administering the KWPCRF loan, preparing monthly KWPCRF loan disbursement requests, conducting KDHE required Davis Bacon Wage interviews and reviewing KDHE required American Iron and Steel provision certifications.

1.4 ADDITIONAL SERVICES

- 1.4.1 **ENGINEER** anticipates the following additional services will be necessary:

- 1.4.1.1 O&M Manual
- 1.4.1.2 A Final Plan of Operation shall be prepared in accordance with the KWPCRF Requirements.
- 1.4.1.3 A Fiscal Sustainability Plan shall be prepared in accordance with the KWPCRF Requirements.
- 1.4.1.4 KDHE Notice of Intent

1.5 CHANGES IN SERVICES

- 1.5.1 **OWNER** may request changes in the scope of the services of **ENGINEER**. Such changes, including any increase or decrease in the amount of the **ENGINEER’S** compensation, which are mutually agreed upon by and between **OWNER** and **ENGINEER**, shall be incorporated in written amendments to this Contract.

SECTION 2 –OWNER’S RESPONSIBILITIES

- 2.1 **OWNER** shall provide full information to **ENGINEER** concerning the **PROJECT** including all available plans, maps, plats, proposed construction plans, other reports and correspondence, and the **OWNER’S** recommendations. **OWNER** shall provide labor and equipment necessary to assist in locating existing lines owned by the City.

- 2.2 **OWNER** shall examine and review the plans and specifications and inform **ENGINEER** regarding any decision thereto.
- 2.3 Permit and publishing fees shall be paid by **OWNER**.
- 2.4 **OWNER** shall pay **ENGINEER** at monthly intervals for Engineering Services under this Contract based on the percentage of work completed according to the following fee schedule and Labor Rate Table included as **ATTACHMENT 2**:

A.	For services under Paragraph 1.1 (Design)	Lump Sum	\$	60,000
B.	For services under Paragraph 1.2 (Cons. Engineering and Observation)	Per Hour & Expense Basis	\$	83,000
C.	For services under Paragraph 1.3 (KWPCRF Administration)	Per Hour & Expense Basis	\$	7,500
D.	For services under Paragraph 1.4 (Additional Services)	Per Hour & Expense Basis	\$	13,000
E.	For services listed under Parts B, C, and D: The Engineer will be compensated for the work performed for these services as an aggregate, and therefore the listed values are estimates for each individual task, but are not to be used as ‘not to exceed’ amounts for each individual service. The total compensation under Parts B, C and D is estimated to be <u>\$103,500</u> , and this amount shall not be exceeded without written approval of Owner and Funding Agency.			
F.	For services under Paragraph 1.5 (Changes in Services)	As set forth in the agreement for Changes in Services.		

SECTION 3 – MUTUAL CONSIDERATIONS

- 3.1 This **Contract**, and all contracts entered into under the provisions of this **Contract**, shall be binding upon the parties hereto and their successors and assigns.
- 3.2 The **Standard Terms and Conditions (Attachment 1)** attached hereto are incorporated in and form a part of this Contract.
- 3.3 The **Labor Rate Table (Attachment 2)** attached hereto are incorporated in and form a part of this Contract.
- 3.4 **ENGINEER** hereby agrees to comply with the attached KDHE SRF Contract Provisions for Consultant Contracts (**Attachment 3**).

In Witness Whereof, the parties hereto have caused this **Contract** to be executed on the date written above.

ENGINEER

OWNER

**EVANS, BIERLY, HUTCHISON
& ASSOCIATES, P.A.**
*Consulting Engineers
Goodland, Kansas*

CITY OF ANTHONY, KANSAS

By: 
Andrew Brunner, P.E.
Vice President

By: _____
Attest: _____

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ATTACHMENT 1

STANDARD TERMS AND CONDITIONS EVANS, BIERLY, HUTCHISON & ASSOCIATES, P.A.

SECTION 1: Scope of Work

Evans, Bierly, Hutchison & Associates, P.A. (hereinafter referred to as **EBH**) shall perform the services defined in the contract for the stated fee arrangement. **Client** may request incidental or additional services not specified in the contract which change the Scope of Work and **EBH** will provide these additional services at the contract fee schedule rate; provided, that if such additional services are beyond the scope of the contract, the fee arrangement will be negotiated at the time such services are requested.

SECTION 2: Access to Site

Unless otherwise stated, **EBH** will have access to the site for activities necessary for the performance of the services. **EBH** will take reasonable precautions to minimize damages due to these activities, but has not included in the fee the cost of restoration of any resulting damage.

SECTION 3: Dispute Resolution

Claims or disputes between **Client** and **EBH** arising during design, construction, or post-construction shall be submitted to non-binding mediation. **Client** and **EBH** agree to include a similar mediation agreement with all contractors, subcontractors, sub-consultants, suppliers, and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.

SECTION 4: Billings and Payments

Invoices for **EBH**'s services shall be submitted, at **EBH**'s option, either upon completion of such services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. Payment shall not be contingent upon actions or participation of any party other than **Client**. In the event of a disputed or contested invoice, only the portion so contested shall be withheld from payment.

Interest at a rate of 1.5% per month, or the maximum allowed by law, will be charged on past due amounts starting 60 days after the date of the invoice. Payments will first be credited to interest and then to principal. No interest will accrue on any reasonably contested portion of an invoice until mutually resolved. If **Client** fails to make payment in full within 60 days after the date of an undisputed invoice, **EBH** may, without waiving any claim or right against **Client** and without liability whatsoever to **Client**, terminate the performance of services. In the event any portion of an account remains unpaid 90 days after billing, **Client** shall pay all costs of collection, including reasonable attorney's fees.

SECTION 5: Ownership of Documents

All reports, plans, specifications, calculations, estimates, documents, and other work products, including all work products on electronic media, prepared by **EBH** as instruments of service shall remain the property of **EBH**. **Client** agrees to hold harmless, indemnify, and defend **EBH** against all damages, claims, and losses arising out of the reuse of or changes made to plans and specifications without the written authorization of **EBH**. All documents produced by **EBH** are copyrighted by Evans-Bierly-Hutchison & Associates, P.A. Documents may not be photocopied, traced, distributed or reproduced in any form or by any means, or stored in a database or retrieval system, without the expressed written permission of Evans-Bierly-Hutchison & Associates, P.A.

SECTION 6: Standard of Care

Services provided by **EBH** under the contract will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. No other warranty, express or implied, is made or intended by the contract for services.

SECTION 7: Construction Methods and Job Site Safety

EBH will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences, or procedures, nor for safety precautions and programs in connection with the work.

SECTION 8: Certifications, Guarantees, and Warranties

EBH shall not be required to execute any document that would result in **EBH**'s having to certify, guarantee, or warrant the existence of conditions whose existence **EBH** cannot ascertain.

SECTION 9: Termination of Services

Either **Client** or **EBH** may terminate the contract at any time with or without cause upon giving the other party 7 days prior written notice. In the event of termination, **Client** shall pay **EBH** for all services rendered and all reimbursable expenses up to the date of termination, plus reasonable termination expenses.

SECTION 10: Limitation of Liability

In recognition of the relative risks, rewards, and benefits of the project to both **Client** and **EBH**, the risks have been allocated such that **Client** agrees, to the fullest extent permitted by law, to limit **EBH**'s liability to **Client** and to all construction contractors and subcontractors on the project for any and all claims, losses, expenses, or damages arising out of the contract from any cause or causes, so that the total aggregate liability of **EBH** to all those named shall not exceed \$50,000 or **EBH**'s total fee for services rendered on the project, whichever is greater. Such causes include, but are not limited to **EBH**'s professional negligent acts, errors, omissions, strict liability, breach of contract or warranty.

ATTACHMENT 2

EVANS, BIERLY, HUTCHISON & ASSOCIATES, P.A.

I. Labor Rate Table:

These rates and fees are subject to change on a semi-annual basis or as necessary due to changes in fuel prices and/or other economic conditions.			
Labor Rates:			
Principal	\$135.00/hour	Surveyor I	\$75.00/hour
Project Manager	\$125.00/hour	Surveyor I- GPS	\$95.00/hour
Project Supervisor	\$100.00/hour	Surveyor I - Staking	\$110.00/hour
Project Supervisor- GPS	\$120.00/hour	Surveyor II	\$85.00/hour
Project Supervisor- Staking	\$135.00/hour	Surveyor II- GPS	\$105.00/hour
Design Engineer	\$85.00/hour	Surveyor II- Staking	\$120.00/hour
Technician I	\$65.00/hour	Secretary	\$45.00/hour
Technician II	\$75.00/hour		
Expenses:			
Mileage	Government rate + \$ 0.02/mile		
Meals	\$ 37.00/diem		
Lodging	At Our Cost		
Direct Expenses	At Our Cost		
Survey crew rates include vehicle, electronic surveying equipment, and associated equipment. The hourly rate is from portal to portal . Special documentation required would be charged out at our cost, supported by copies of materials invoices.			

ATTACHMENT 3

CONSULTANT CONTRACT PROVISIONS

KDHE SRF CONTRACT PROVISIONS FOR CONSULTANT CONTRACTS

STATE OF KANSAS
ACT AGAINST DISCRIMINATION
CONTRACT PROVISION CERTIFICATION FORM

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin, or ancestry;
- (2) In all solicitations or advertisements for employees, the contractor shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the Commission;
- (3) If the contractor fails to comply with the manner in which the contractor reports to the Commission in accordance with the provisions of K.S.A.44-1031 and amendments thereto, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated, or suspended, in whole or in part, by the contracting agency;
- (4) If the contractor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole, or in part, by the contracting agency;
- (5) The contractor shall include the provisions of (1) through (4) in every applicable subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

PROJECT/CONTRACT NAME AND NO.

MUNICIPALITY City of Anthony, Kansas

CONTRACTOR'S

SIGNATURE 

TITLE VICE PRESIDENT

KPWSLF NO. C20-3005-01

DATE 7-29-2021



C20-3005-01
KDHE PROJECT #

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ANDREW BRUNNER, VICE PRESIDENT
Typed Name & Title of Authorized Representative

 7-29-2021
Signature and Date of Authorized Representative

Contract Provisions for Equal Opportunity

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States." [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

Contract Provisions for the Kansas Act Against Discrimination

(a) Except as provided by subsection (c), every contractor for or on behalf of the State and any county or municipality or other political subdivision of the State, or any agency of or authority created by any of the foregoing, for the construction, alteration, or repair of any public building or public work or for the acquisition of materials, equipment, supplies, or services shall contain provisions by which the contractor agrees that:

- (1) The contractor shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin, or ancestry;
- (2) In all solicitations or advertisements for employees, the contractor shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the Commission;
- (3) If the contractor fails to comply with the manner in which the contractor reports to the Commission in accordance with the provisions of K.S.A.44-1031 and amendments thereto, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated, or suspended, in whole or in part, by the contracting agency;
- (4) If the contractor is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole, or in part, by the contracting agency;
- (5) The contractor shall include the provisions of subsections (a)(1) through (4) in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

(b) The Kansas Human Rights Commission shall not be prevented hereby from requiring reports of contractors found to be not in compliance with the Kansas Act Against Discrimination.

(c) The provisions of this section shall not apply to a contract entered into by a contractor:

- (1) Who employs fewer than four employees during the term of such contract; or
- (2) Whose contracts with the governmental entity letting such contract cumulatively total \$5,000 or less during the fiscal year of such governmental entity.

Contract Provisions for Restrictions on Lobbying

The Contractor agrees to comply with Title 40 CRF Part 34, New Restrictions on Lobbying. **A Certification form must be submitted with the bid documents.**

Contract Provisions for the Trafficking Victims Protection Act of 2000

The Contractor, its employees, sub-contractors, and sub-contractors employees under any KPWSLF Loan Agreement, may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the award or sub-awards under the award.

Contract Provisions for Suspension and Debarment

The Contractor certifies that it is not suspended or debarred from participating in federal assistance and benefit programs and further agrees to fully comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled “Responsibilities of Participants Regarding Transactions.” The Contractor must ensure that any lower tier covered transaction, as described in Subpart B of 2 CFR Part 180 and 2 CFR Part 1532, entitled “Covered Transactions,” includes a term or condition requiring compliance with Subpart C. The Contractor agrees that failing to disclose the required information in 2 CFR 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

Contract Provisions for Non Discrimination

The contractor must comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and a variety of program-specific statutes with nondiscrimination requirements.

Other civil rights laws may impose additional requirements on the contractor. These laws include, but are not limited to, Title VII of the Civil Rights Act of 1964 (prohibiting race, color, national origin, religion, and sex discrimination in employment), the Americans with Disabilities Act (prohibiting disability discrimination in employment and in services provided by State and local governments, businesses, and non-profit agencies), and the Fair Housing Act (prohibiting race, color, national origin, age, family status, and disability discrimination in housing), as well as any other applicable civil rights laws.

Contract Provisions for Non Segregated Facilities

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensuring that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. This obligation extends to all contracts containing the equal opportunity clause regardless of the amount of the contract. The term “facilities,” as used in this section, means waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, wash rooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees; *Provided*, That separate or single-user restrooms and necessary dressing or sleeping areas shall be provided to assure privacy between the sexes.

**REQUESTS FROM CITY FOR
SUNFLOWER BALLOON FEST 21**

- ✓ Request use of Airport.
- ✓ 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.
- ✓ Request to waive Municipal Hall rental fees (\$30) for Mixer 5:30 – 7:00 p.m.
- ✓ Use of 10 cones from city at airport – 3 cones for F-4 Flight simulator & barricades.
- ✓ F-4 flight Simulator will be in front of Banc Central (need electric turned on). Parade – Main Street.
- ✓ Activities at airport include: kite festival, powered parachutes, hot air balloon rides, tethered hot air balloon rides, powered parachutes and food vendors.

CITY OF ANTHONY
Temporary Food Establishments
Exemption Application

Name of Special Event: Sunflower Balloonfest 2021

Dates of Event: Sept. 17-18-19

Organization(s) Sponsoring Event: Anthony Chamber of Commerce

Location of Event: Anthony Airport + Downtown Anthony

Is this event open to the public? (Circle One) Yes X No

Is this an annual event? (Circle One) Yes X No

Name of Applicant (Contact Person): Sheila Adams - Chamber Pres.

Phone # of Applicant (Contact Person) 620-842-2547

*By signing below, applicant acknowledges that he/she has read City Ordinance No. G-2786, Section 6 and agrees to abide by its terms.

Applicant Signature & Date: Sheila Adams 8-2-21

*NOTICE: Page 2 of Application must be fully completed prior to presentation to the City Commissioner for approval and must be updated by the applicant as new vendors are added to the list.

CITY ORDINANCE NO. G-2786, SECTION 6:
TEMPORARY FOOD ESTABLISHMENTS EXEMPTION APPLICATIONS

"Special City-wide public events may apply for annual Temporary Food Establishment Exemption Applications through the City of Anthony. Exemptions are only valid for the current year of the event and must be applied for on an annual basis. The Exemption Application must be turned into the City no later than thirty (30) days prior to the event, unless an exception is granted by the City Administrator. Each Temporary Food Establishment Exemption Application must include an all-inclusive Vendors' List of those vendors participating in the event. The Vendors' List must contain each individual vendor's name, address, and Federal Tax ID Number. It is the responsibility of the person or organization applying for the Temporary Food Establishment Exemption Application on behalf of the event to inform the City of any vendors added to the Vendors' List after the initial Vendors' List has been turned into the City. If a Temporary Food Establishment Exemption is granted by the City, then there is not fee assessed to the individual vendors on the approved Vendors' List."

CITY OF ANTHONY

Participating Vendors' List

Vendor's Corporate Name:

Address (Street, City, State, Zip Code):

Federal Tax ID # (for tax purposes only):

1. Ken + Barbies Rollin Diner 3661 S. Howe St Wichita, KS 67215 004-822088611-F01
2. Jackie's Kettle Corn 16408 W Locust Olathe, KS 66062 83-2518275
3. Petes Donut Shack 2326 S. Saint Francis Wichita, KS 67211
4. Snack Shack & Us 91932 W Bunker Wichita, KS 67212 84-3693280
5. Twisted Hog BBQ 1338 N Aksarben Ct Wichita, KS 67235 37-1653698
6. Higher Grounds & Leather Bounds 128 W Main Anthony, KS 67003 004-010905971F01
- 7.
- 8.
- 9.
- 10.
- 11.
- 12.
- 13.
- 14.
- 15.
- 16.
- 17.
- 18.
- 19.

MO additional pages if necessary.

CITY USE ONLY:

Date Application Received: 8/2/21

30 Day Exception Granted? Yes No

Date Application Reviewed by Commission:

Application Approved? Yes No

Mayor Signature:

Attest — City Clerk/Administrator Signature:

Notes:

RESOLUTION NO. 1083

A RESOLUTION AUTHORIZING THE GOVERNING BODY OF THE CITY TO FIX A TIME AND PLACE AT WHICH THE OWNER, THE OWNERS AGENT, ANY LIENHOLDER OF RECORDS AND ANY OCCUPANT OF THE STRUCTURE MAY APPEAR AND SHOW CAUSE WHY THE STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS AUTHORIZED BY ARTICLE 5 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, the public officer of the City of Anthony has presented a report to the City Commission that a dangerous structure has developed in the North Twenty-four and one half (24.5) ft. of Lot Fourteen (14) in Block Forty-nine (49) in the City of Anthony, Harper County, Kansas, as shown by the recorded plat thereof. Commonly known as, 112 S. Jennings Anthony, Kansas 67003.

WHEREAS, copies of this resolution and a copy of the City Code regarding dangerous structures will be sent to the property owner of record, Joseph W. & Sierra M. Hall, 614 N. Madison, Anthony, KS 67003.

BE IT RESOLVED BY THE CITY COMMISSION that the Public Officers and other Agents of the City of Anthony are authorized to set a Public Hearing for September 21, 2021 at 6:05 p.m. in the City Commission room at the City Building, 124 S. Bluff, Anthony, KS 67003, for the owner, the owner's agent, any lienholder of records and any occupant of the structure may appear and show cause why structure should not be condemned and ordered repaired or demolished.

ADOPTED at Anthony, Kansas this 3rd day of August, 2021.

Gregory L. Cleveland, Mayor

Cyndra Kastens, City Clerk/Administrator

ORDER

DATE: August 03, 2021

TO: Darryl D. Fye & Lilly R. Fye
911 E. Steadman, Apt. 29
Anthony, KS 67003

RE: 302 N. Kansas, Anthony, KS 67003

LEGAL: Lot Twelve (12) in Block Ten (10), in the City of Anthony, Harper
County, Kansas.

You are hereby notified that Chapter VII, Article 2, of the Anthony City Code provides for the abatement of Health Nuisance and the assessing of the expense thereof. Enclosed is a copy of the City Code for Health Nuisance.

FINDINGS OF FACT

- X Darryl D. & Lilly R. Fye is in violation of Chapter VII, Article 2, of Anthony City Code.
- X Darryl D. & Lilly R. Fye is ordered to abate the health nuisance within 10 Days of the receipt of this order.
- X You have 10 days from date of receipt of the Order to request a hearing before the Governing Body.

This is to notify you that you are ordered to clear the property of all health nuisances, including but not limited to: **all trash, limbs, metal, furniture, and all other debris.**

Failure to abate the condition(s) or to request a Hearing, within the time allowed may result in prosecution or subject to procedure as provided in Section 7-207 and/or abatement of the condition(s). In the event the City abates or removes the health nuisance, said costs shall be paid by: **Darryl D. & Lilly R. Fye, 911 E. Steadman, Apt. 29, Anthony, KS 67003.**

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.

Gregory L. Cleveland, Mayor
City of Anthony

Date

Enclosures:

RESOLUTION NO. 1085

A RESOLUTION AUTHORIZING THE GOVERNING BODY OF THE CITY TO FIX A TIME AND PLACE AT WHICH THE OWNER, THE OWNERS AGENT, ANY LIENHOLDER OF RECORDS AND ANY OCCUPANT OF THE STRUCTURE MAY APPEAR AND SHOW CAUSE WHY THE STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS AUTHORIZED BY ARTICLE 5 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, the public officer of the City of Anthony has presented a report to the City Commission that a dangerous structure has developed in Lot Fifteen (15) & Sixteen (16) in Block Five (5) in Meig's Addition, to the City of Anthony, Harper County, Kansas, as shown by the recorded plat thereof. Commonly known as, 432 S. Anthony, Anthony, Kansas 67003.

WHEREAS, copies of this resolution and a copy of the City Code regarding dangerous structures will be served/mailed to the property owner of record, George W. Gilchrist Jr., 36867 County RD 880, Wakita, OK 73771.

BE IT RESOLVED BY THE CITY COMMISSION that the Public Officers and other Agents of the City of Anthony are authorized to set a Public Hearing for September 21, 2021 at 6:10 p.m. in the City Commission room at the City Building, 124 S. Bluff, Anthony, KS 67003, for the owner, the owner's agent, any lienholder of records and any occupant of the structure may appear and show cause why the structure should not be condemned and ordered repaired or demolished.

ADOPTED at Anthony, Kansas this 3rd day of August, 2021.

Gregory L. Cleveland, Mayor

Cyndra Kastens, City Clerk/Administrator

RESOLUTION NO. 1086

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 the South Fifty (50) ft. of the West Half (1/2) of Block Eight (8) in East Highland Addition, in the City of Anthony, Harper County, Kansas; as shown by the recorded Plat thereof, 415 N. Anthony, Anthony, Kansas.

WHEREAS, Notice of Violations have been served in person to the property owner of record, Thomas Trahan.

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 13, 2021; 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 3rd day of August, 2021.

Gregory L. Cleveland, Mayor

SEAL
ATTEST:

Cyndra Kastens, City Clerk/Administrator

To: City Commissioners
From: Cyndra Kastens

Re: City Clerk/Administrator Report
8/3/21

PUBLIC HEARINGS

1. CMB Distance Waiver for PRIDE Chaparral Alumni Street Dance
Teresa Hays will be present to represent the PRIDE committee. The Commission will need to:
 - *Open the public hearing*
 - *Hear comments, then (if applicable) motion to approve the CMB Distance Limitation Waiver for the 2021 PRIDE Chaparral Alumni Street Dance.*
 - *Close the public hearing*
 - *Motion to approve the Special Event Retailers Permit for the 2021 PRIDE Street Dance.*

CONSENT AGENDA

2. Approve Minutes - Regular Meeting of July 20, 2021
3. Special Appropriations:
 - Fund #12 Airport - Runway Extension Project: EBH Quantum Spatial and Electrical subcontract work \$30,710.87
 - Fund #34 Capital Lake Maint. & Imp. - RV Dump Station: EBH Design work \$500.00
 - Mike is still working on the designs for the RV dump to submit to KDHE. We have a tentative deadline for review of the designs by the Commission at the September 21st city commission meeting.*
4. Appropriation Ordinance No. 6093 \$221,782.95
5. Approve 8.3.2021 Payroll \$56,102.85
6. Re-appoint Sherry Warner to Planning Commission 3-year Term to Expire August 2024
7. Municipal Court Report July 01 thru July 29, 2021
8. Appoint Matt Reed to the Anthony Fire Department
9. Contract for Demolition in Airport RPZ with DLS \$74,500 AIP Project No. 12
10. Contract for Engineering and Related Services with EBH \$163,500 for Cell 1 Lagoon Improvements Project# C20 3005 01

To: City Commissioners
From: Cyndra Kastens

Re: City Clerk/Administrator Report
8/3/21

REGULAR BUSINESS

11. Sealed Bid Opening for Transformers **Scheduled 6:05 p.m.

We sent a request for: 6- 5KVA pole mount, 4-15 KVA pole mount, 2-50 KVA pole mount, and 3-50 KVA pad mount.

12. Balloon Fest - Chamber of Commerce, Sheila Adams

Sheila will present the annual list of approvals for the balloon fest. The list is in your packet.

13. Executive Session to Discuss Dangerous Structure Pursuant to “consultation with an attorney for the public body or agency which would be deemed privileged in the attorney-client relationship, K.S.A. 75-4319 (b) (2).”

14. Resolution 1083 Dangerous Structure 112 S. Jennings

15. Health Nuisance 302 N. Kansas Fye 2021

16. Resolution No. 1085 Dangerous Structure 432 S. Anthony Gilchrist 2021

17. Health Resolution No. 1086 415 N. Anthony Trahan 2021

Admin’s Report:

1. CCLIP Grant – We have received word that we did not get the grant to reconstruct the intersection at Main and Anthony. It appears this time they awarded a larger number of smaller projects. Joel thinks we should just keep trying because it is a good project, and he does believe it will get awarded at some point. A copy of the notice is in the packet.

2. 800 MHz Communication Tower Equipment – The County is asking local cities to participate in a \$500,000 grant they are writing to provide the needed upgrade to our local communication equipment that supports the 800 MHz system. They were asking for local match dollars for the grant. The City of Harper approved \$5,000 for this effort. Kenny asked if we could do the same. There was \$4,508 in his budget that was not spent in 2021 since the new Durango payment will not start until August. This upgrade is needed as it will solve the issues with the 800 MHz system (that our police department currently uses) to work better in all areas in the county. Right now, there is some difficulty with it working inside certain locations which can be dangerous for our officers. Since this falls under my spending authority, (and since Chris @ HP CO needed to know before our next meeting) I did approve the commitment of the \$5,000. The balance of the difference between \$4508 and the \$5000 needed (which is \$492) will just come out of the police fund.

To: City Commissioners
From: Cyndra Kastens

Re: City Clerk/Administrator Report
8/3/21

3. KDOL Inspection – The City has received a safety inspection and a report of findings. Corrections are required to be made. Most are minor with the exception of some wiring needed at municipal hall. Jerry is looking into that. A full report, with corrections will be included in your packet within 30 days.

4. Department Activities:

Street – Painted cross walks around school, trimmed trees and cut two down on Wheat Lane, trimmed trees on West Grant, sprayed weeds at airport and in-town, cleaned shoulder off on west Garfield, mowing, weed eating, and helped with water leak north of town on Saturday.

Water/WW – Mowed and trimmed sewer plant
 Mowed and trimmed water plan, lake, lift stations
 Replaced faucet at Municipal hall
 Sprayed rocks at sewer plant and campsites at lake
 Replaced aerator at water plant
 Repaired water meter at 415 N Anthony, 502 N Madison, 323 S Kansas, 417 S Lincoln
 Flushed water at pool
 Changed chlorine bottle at pool
 Repaired steps and basketball goal at pool
 Locates
 Serviced pickup 22
 Serviced grasshopper mower
 Working on several leaks on the vac truck
 Watered trees at the lake
 Cleaned restrooms at lake, water plant, shop, high service pump house
 Cleaned and greased backhoe
 Cleaned lift station pumps and wells
 Repaired water main leak Saturday

Electric Distribution - Energized meter loop for Wildcat Construction at Jennings and Hayes
 Replaced 2 poles at NE30 Ave. NE60RD. from wind storm
 Checked outlets at the Gun Club and Campsites for upcoming 4th
 Fixed house knob and wire at 302 N. Franklin
 Cleaned and Organized Shop
 Locates
 Turn On and Off Orders
 Just Read Orders
 Got meter reads on campsites
 Took down Flags
 Had a system outage, We did find a arrestor blown on B phase

To: City Commissioners
From: Cyndra Kastens

Re: City Clerk/Administrator Report
8/3/21

Took out service to 315 SE 90 RD
 Refused transformer at SW 40Ave SW 30Rd
 Refused transformer at SE 40Ave SE 30Rd
 Refused transformer at SE 80Ave SE 90Rd
 Installed 4 GFCI outlets in swimming pool concession
 Removed wildlife from Wood's Breakers
 Installed protection on phase wires behind Gene's IGA for crane service
 Had scheduled outage to replace pole at 221 W. HWY 2
 Fixed 911 memorial light
 Ran new triplex to 116 West Main
 Took down phase protectors for Crain company behind Genes IGA
 Changed out rubber gloves and sleeves
 Report of pole hit 7 miles east 2.75 miles north. Farmer hit down guy and broke primary wire
 Ran new wire and installed light for the east Welcome to Anthony sign
 Moved breaker box's and outlets off of main street to first block north of main and Jennings for balloon fest
 Replaced power pole at 1111 N. Anthony
 Fixed 2 floating neutrals 9 miles south 4-5 miles east
 Worked on PCB Shed.(covered windows with tin and removed tree's)
 Cut trees at 328 Wheat Lane
 Installed new street light at 116 N. Jefferson
 KEC safety meeting pole top rescue
 Set street light pole at 829 W. Main
 Installed a new electric service for Katie Carothers at 147 E. St. Rd 44
 Temporarily removed service at 322 N. Mass for roof project
 Hung door knockers
 Took the last 18kv lightning arrestors off of new feeder line
 Had outage at 124 N. 3rd. Cause was from short in duplex wire.
 Had outage at Shepard Food Mart. Cause was a bad transformer.
 Had outage at 71 NE 40 Ave. Cause was from a weak transformer fuse.
 American Testing preformed visual and dielectric test on bucket trucks and digger derricks.
 No major repairs are needed, there are several minor repairs such as hydraulic lines needing replaced and labels and placards needing replaced.
 Replaced power pole at 205 SW 60 Ave for new secondary underground going to house.
 Sleeved in upgraded service at Squash Blossom Boutique
 Trimmed trees at Bluff and Grant street
 Set power 10 power poles 8 miles east and 2 south
 Had System outage. Cause was from lightning
 Had outage at 80 SE 30 RD. Cause was from lightning
 Had a report that 1 mile of Power Poles was on the ground 6 miles south and 1 west of town. This is the old 14.5kv feeder line from Oklahoma. Cause was from wind and domino effect.

Electric Production – No report.

To: City Commissioners
From: Cyndra Kastens

Re: City Clerk/Administrator Report
8/3/21

Mechanic – No report.

Dwight D. Eisenhower State Office Building
700 S.W. Harrison Street
Topeka, KS 66603-3745



Phone: 785-296-3861
Fax: 785-296-6946
kdot#publicinfo@ks.gov
<http://www.ksdot.org>

Julie L. Lorenz, Secretary
Michael J. Stringer, P.E., Chief

Laura Kelly, Governor

July 19, 2021

Ms. Cyndra Kastens
City Clerk/Administrator
124 S. Bluff, PO Box 504
Anthony, KS 67003

Dear Ms. Kastens,

We would like to thank you for submitting an application for the State Fiscal Years (FYs) 2023 and 2024 City Connecting Link Improvement Program (CCLIP).

The Kansas Department of Transportation (KDOT) had approximately \$22.75 million to be programmed for CCLIP projects in FY 2023 and 2024. We received 61 applications requesting \$37 million of funding (\$48 million in total project costs). We were able to select 40 projects to be programmed for FYs 2023 and 2024.

Regretfully, your project was not selected for this round of funding. This does not mean the project was not a good one, but merely, KDOT did not have adequate funds to approve all requests. With that in mind, we encourage you to apply in the future for funding of a CCLIP Project.

Your interest in this program is appreciated.

If you have any questions, please do not hesitate to contact us. Questions may be directed to Dawn Hueske at (785) 207-1420 or Dawn.Hueske@ks.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael J. Stringer".

Michael J. Stringer, P.E., Chief
Bureau of Local Projects

CC: Matt Graham

To: Anthony City Commission

Re: Chief of Police report

From: Kenny Hodson

Date: 08-03-2021

We served some notices

I inspected some properties

We investigated a disturbance in the 100 E. Main and arrested Robert Calderon for battery

We are investigating a theft of ID and money in the 400 block of S. Springfield

We investigated one traffic accident

We arrested Jamaica Dunn for driving while suspended