

# **City Commission Regular Meeting**

Tuesday, April 15, 2025 at 6:00 PM Commission Chambers, 124 S Bluff, Anthony, KS 67003

# AGENDA

## OPENING

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

## **PUBLIC COMMENT**

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

## **CONSENT AGENDA**

- 1. Approve Regular Meeting Minutes of April 1, 2025
- 2. Appropriation Ordinance No 3212 \$238,216.52
- 3. Special Appropriations

Fund #47 Wildlife & Parks - EBH \$5,000.00 -Engineering Trail Grant NRT 2023-1

Fund #34 Capital Airport - EBH \$4,578.90 - Design, Survey, GIS AWOS/Beacon AV 2023-17

Fund #12 Airport - EBH \$22,680.00 - Design Taxiway 3-20-0002-16

Fund #12 Airport - EBH \$20,228.84 - Design/Post AGIS Turf Runway Rehab 3-20-0002-015

- 4. Approve 04.08.2025 Payroll \$58,948.11
- 5. Approve to Bid Material and Equipment to Perform Crack Fill (Street Sealing Prep)
- 6. Approve Recommendation to Appoint Peter Bartly to the ID/Eco Devo Board to Fill Vacancy Expiring 2028
- 7. Approve CDBG Change Order #1 for 311 S Lincoln \$889.00

## **PUBLIC HEARINGS - NONE**

## **REGULAR BUSINESS**

8. Approve Taxiway Bid Project# 3-20-0002-016 Contingent Upon FAA Approval

- 9. City Insurance Discussion Scott Strong, Strong's Insurance
- 10. Approve KFS Community IRA Grant Agreement Subaward No. A24-0081-S006 \$100,000
- 11. Approve Wayne Dennis Committee Recommendation to Award \$10,000 to the Anthony Chamber for 2025 Balloon Fest
- 12. 2025 Balloon Fest
- 13. Approve to Release to Bid Street Sealing as per 2025 Street Capital Operation Plan
- 14. Approve to Bid Engineering Tests for 16" Water Main
- 15. Approve Lead Service Line Inventory Standard Operating Procedures Manual
- 16. HCHF Community Project Discussion
- <u>17.</u> HRA Clarification Discussion
- 18. Land Bank Meeting

## **STAFF REPORTS**

- <u>19.</u> Administrator Report
- 20. Chief of Police report
- 21. Department Reports

## **EXECUTIVE SESSION - NONE**

## **ADJOURNMENT**

Standing Committees:

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

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# **City Commission Regular Meeting**

Tuesday, April 01, 2025 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 Commissioner Howard Hatfield Police Chief Kenny Hodson, Deputy City Clerk Melinda Ewertz, Randy and Jacquie Wiseley

- Approval of Agenda

A motion was made to approve the agenda as presented.

Motion made by Mayor Cleveland, Seconded by Commissioner Smith. Voting Yea: Mayor Cleveland, Commissioner Eaton, Commissioner Lanie, Commissioner Smith, Commissioner Hatfield. Motion Carried

## **PUBLIC COMMENT**

Randy Wisely inquired about the delivery date of the kayak shed and about the parking spots.

## **CONSENT AGENDA**

- 1. Approve Regular Meeting Minutes of March 18, 2025
- 2. Appropriation Ordinance No 3211 \$133,674.67
- 3. Approve 03.25.2025 Payroll \$62,467.16
- 4. Approve March 2025 Court Report

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



Motion made by Mayor Cleveland, Seconded by Commissioner Lanie. Voting Yea: Mayor Cleveland, Commissioner Eaton, Commissioner Lanie, Commissioner Smith, Commissioner Hatfield. Motion Carried

## **PUBLIC HEARINGS - NONE**

#### **REGULAR BUSINESS**

### 5. Approve CMB/Alcohol Application for Municipal Hall – Wilson

A motion was made to approve the alcohol application for the Municipal Hall for Wilson.

Motion made by Commissioner Smith, Seconded by Commissioner Lanie. Voting Yea: Mayor Cleveland, Commissioner Eaton, Commissioner Lanie, Commissioner Smith, Commissioner Hatfield. Motion Carried

6. Approve CMB/Alcohol Application for Municipal Hall – Gerber

A motion was made to approve the CMB/Alcohol application for the Municipal Hall for Gerber.

Motion made by Commissioner Lanie, Seconded by Commissioner Hatfield. Voting Yea: Mayor Cleveland, Commissioner Eaton, Commissioner Lanie, Commissioner Smith, Commissioner Hatfield. Motion Carried

7. Approve 2025 EMC Insurance Renewal as Presented

A motion was made to approve the 2025 EMC Insurance Renewal as presented.

Motion made by Commissioner Smith, Seconded by Commissioner Eaton. Voting Yea: Mayor Cleveland, Commissioner Eaton, Commissioner Lanie, Commissioner Smith, Commissioner Hatfield. Motion Carried

#### **STAFF REPORTS**

- 8. Chief of Police Report
- 9. Department Reports

#### **EXECUTIVE SESSION - NONE**

## ADJOURNMENT

Mayor Cleveland made a motion to adjourn the meeting, Seconded by Commissioner Lane.

Voting Yea: Mayor Cleveland, Commissioner Eaton, Commissioner Lanie, Commissioner Smith, Commissioner Hatfield. Motion Carried

Gregory Cleveland, Mayor

Cyndra Kastens, City Clerk/Administrator

## BALANCE SHEET CALENDAR 4/2025, FISCAL 4/2025

Page Item 2.

ACCOUNT NUMBER	ACCOUNT TITLE	PTD BAL.	YTD BAL	
01-00-0010	GENERAL OPERATING	29,778.20-	1,010,048.82	
02-00-0010	WATER	31,822.98	869,081.15	
03-00-0010	ELECTRIC	76,488.49	1,027,362.10	
04-00-0010	SALES TAX & STATE FEES	5,560.03	48,500.83	
05-00-0010	SEWAGE DISPOSAL	21,118.99	523,749.73	
10-00-0010	EMP INSURANCE/BENEFIT	16,453.32-	423,549.24	
12-00-0010	AIRPORT	55,969.66-	83,390.63	
14-00-0010	INDUSTRIAL DEVELOPMENT		20,988.10	
15-00-0010	ECONOMIC DEVELOPMENT		138,466.98	
16-00-0010	SERVICE DEPOSIT	150.00	89,439.28	
17-00-0010	SPECIAL STREETS & HIGHWAY		298,633.29	
18-00-0010	PUBLIC RELIEF		24,647.02	
19-00-0010	WATER UTILITY RESERVE		244,277.72	
21-00-0010	WWTF LOAN 2000		65,559.05	
23-00-0010	WATER DEBT SVC RESERVE S2013		17,170.41	
24-00-0010	BOND & INTEREST		18,594.60	
25-00-0010	LIBRARY	2,872.67-	10,004.00	
26-00-0010	RECREATION COMMISSION	688.29-	57,420.69	
29-00-0010	RECREATION	2,799.14	2,798.14	
30-00-0010	MUNICIPAL EQUIPMENT RESERVE	2,155.14	194,582.44	
32-00-0010	SPECIAL PARKS & RECREATION	23.10-	37,389.53	
34-00-0010	CAPITAL IMPROVEMENT	14,178.90-	4,388,132.90	
37-00-0010	GO BONDS S2010 POOL	14,170.90-	4,388,132.90	
40-00-0010				
	ELECTRIC UTILITY RESERVE		1,559,835.43	
41-00-0010	EL UTIL S2017 REV BOND		198,679.63	
45-00-0010	SEWER RESERVE	F 000 00	155,000.00	
47-00-0010	WILDLIFE AND PARKS GRANT	5,000.00-	456,849.41	
50-00-0010	WAYNE DENNIS INVESTMENT FUND		1,000,141.35	
54-00-0010	DEBT RES. WATER 2013		199,101.69	
61-00-0010	MUNICIPALITIES FIGHT ADDICTION		12,794.21	
81-00-0010	WASTEWATER LAGOON CLEANING		197,000.00	
82-00-0010	WATER/EQUIPMENT REPLACEMENT		105,655.86	
83-00-0010	ELECTRIC/EQUIP REPLACEMENT		4,271,355.40	
85-00-0010	SEWER/EQUIPMENT REPLACEMENT		114,005.71	
89-00-0010	TRANS GUEST APPROVED	2,190.50-	1,309.50	
96-00-0010	WAYNE DENNIS FUNDS		39,864.64	
97-00-0011	DT REVIT. REVOLVING LOAN		.56	
98-00-0010	TRANSIENT GUEST TAX		3,102.20	
	PROOF	10,784.99	17,917,104.53	

#### **CLAIMS REPORT** Check Range: 4/03/2025- 4/16/2025 2 H

Item 2. Page

		# JUIC					
	VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE	
_							-
	GENERAL OPERATING						
	AT&T	HALL WIFI		74.90	60100	4/16/25	
	ADVANCED COMPUTERS	MONTHLY NETWORK LABOR		67.50	60101	4/16/25	
	AFLAC	MARCH BILL DUE 4/15/25		180.12	12499094	4/15/25	
	ALERT 360	SURVEILLANCE OF SHOP		14.99	60102	4/16/25	
	AMAZON CAPITAL SERVICES	PD EARPIECE		734.45	60104	4/16/25	
	ANTHONY FARMERS COOP	DIESEL		516.36	60106	4/16/25	
	ANTHONY REPUBLICAN	1ST QT TREASURER'S REPORT		164.45	60107	4/16/25	
	ATMOS ENERGY	NATURAL GAS		839.36	60108	4/16/25	
	BILL'S GENERAL REPAIR LLC	#52 PIPE		20.00	60109	4/16/25	
	BOLEN OFFICE SUPPLY	LASER CHECK PRINTING		191.83	60110	4/16/25	
	ECOWATER SYSTEMS	PD WATER		9.00	60115	4/16/25	
	FELD EQUIPMENT COMPANY, INC	#56 AIR EJECT		470.38	60118	4/16/25	
	IRS	4/8/25 PR		5,193.84	12499092	4/15/25	
	GALAXIE BUSINESS EQUIPMENT INC	COPIER CONTRACT		89.16	60119	4/16/25	
	GALLS INCORPORATED	NATE UNIFORM		185.62	60120	4/16/25	
	GENE'S HEARTLAND GOODS	TRASH BAGES/TP/BATTERIES		81.02	60121	4/16/25	
	HUB INTERNATIONAL	APRIL BROKER FEE		51.00	60122	4/16/25	

	NTECEI	516.36	60106	4/16/25
ANTHONY FARMERS COUP		164.45		4/16/25
	LST UT TREASURER S REPORT	104.43		
ATMUS ENERGY	NATUKAL GAS	839.36		4/16/25
BILL'S GENERAL REPAIR LLC	#52 PIPE	20.00		4/16/25
BOLEN OFFICE SUPPLY	LASER CHECK PRINTING	191.83		4/16/25
ECOWATER SYSTEMS	PD WATER	9.00		4/16/25
FELD EQUIPMENT COMPANY, INC	#56 AIR EJECT	470.38		4/16/25
IRS	4/8/25 PR	5,193.84	12499092	
GALAXIE BUSINESS EQUIPMENT INC	COPIER CONTRACT	89.16		4/16/25
GALLS INCORPORATED	NATE UNIFORM	185.62	60120	4/16/25
GENE'S HEARTLAND GOODS	TRASH BAGES/TP/BATTERIES	81.02	60121	4/16/25
HUB INTERNATIONAL	APRIL BROKER FEE	51.00	60122	4/16/25
HARPER COUNTY EMS	ARRESTEE MEDICAL 25CR029	838.00	60123	4/16/25
HAZEL'S SHEET METAL INC	HALL SW LIFT	267.85	60125	
HOME LUMBER & SUPPLY INC	TREE PLANTERS-SCREWS/LUMBER	282.46	60126	4/16/25
HOSPITAL DIST 6 OF HARPER CO	OLIPHANT PRE EMPLOYMENT	18.90	60127	4/16/25
GREAT-WEST FINANCIAL	4/8/25 PR	495.48	12499089	4/15/25
JUSTICE BATTERY CO.	16" CHAINS, 25", AIR FILTERS	299.50	60128	4/16/25
KPERS	4/8/25 PR	3,619.98	12499093	4/15/25
KANSAS MUNICIPAL UTILITIES	DIESEL DIESEL IST QT TREASURER'S REPORT NATURAL GAS #52 PIPE LASER CHECK PRINTING PD WATER #56 AIR EJECT 4/8/25 PR COPIER CONTRACT NATE UNIFORM TRASH BAGES/TP/BATTERIES APRIL BROKER FEE ARRESTEE MEDICAL 25CR029 HALL SW LIFT TREE PLANTERS-SCREWS/LUMBER OLIPHANT PRE EMPLOYMENT 4/8/25 PR 16" CHAINS, 25", AIR FILTERS 4/8/25 PR QUARTERLY DUES 4/8/25 PR MARCH COURT FEE COPIER CONTRACT 4/8/25 PR PD KORA #52 EXHAUSE WRAP/HOSE CLAMP PD FOLDING TABLE SIGN POSTS CAR WASH	368.40	60130	4/16/25
KANSAS PAYMENT CENTER	4/8/25 PR	253.84	12499091	
KANSAS STATE TREASURER	MARCH COURT FEE	47.00	12499088	
KONTCA MINOLITA BUSINESS SOLUTT	COPTER CONTRACT	92.00		4/16/25
KS DEPT OF REV-WITHHOLDING	4/8/25 PR	851.74	12499090	
MATTHEW W RICKE ATTY AT LAW II	PD KORA	100.00		4/16/25
NAPA AUTO PARTS ANTHONY	#52 FXHAUSE WRAP/HOSE CLAMP	193.78	60140	4/16/25
OFFICE PLUS OF KANSAS	PD FOLDING TABLE	288.64	60141	4/16/25
PAVEMENT MAINTENANCE PRODUCTS	STCN POSTS	1 499 80	60142	4/16/25
PHIL'S REPAIR	CAR WASH	70.75	60143	4/16/25
		26.43		4/16/25
TERMINIX PROCESSING CENTER UNIFIRST CORPORATION VISA		92.00		4/16/25
		371.10		4/16/25
VICA			12499084	
US BANK VOYAGER FLEET SYS		1,867.43		4/16/25
WICHITA TRACTOR CO			60152	
WYATT TRASH SERVICE INC			60152	
WIATI INASH SERVICE INC	MARCH SVC	270.00		4/10/2)
01	GENERAL OPERATING TOTAL			
01	GENERAL OPERATING TUTAL	22,187.57		

#### OI GENERAL OPERATING TOTAL

WATER ADVANCED COMPUTERS MONTHLY NETWORK LABOR 194.16 60101 4/16/25 12.31 12499094 4/15/25 AFLAC MARCH BILL DUE 4/15/25 ALERT 360 SURVEILLANCE OF SHOP 14.99 60102 4/16/25 34.59 60104 4/16/25 AMAZON CAPITAL SERVICES FILING CABNET ANTHONY FARMERS COOP CORNESTONE 5/HI LIGHT/PUMP REP 563.04 60106 4/16/25 1ST QT TREASURER'S REPORT ANTHONY REPUBLICAN 103.92 60107 4/16/25 ATMOS ENERGY NATURAL GAS 402.95 60108 4/16/25 BILL'S GENERAL REPAIR LLC 33.00 60109 4/16/25 #64 OIL FILTER

APCLAIRP 04.22.22

**City of Anthony KS** 

OPER: JD

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#### CLAIMS REPORT Check Range: 4/03/2025- 4/16/2025

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VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
KANSAS PAYMENT CENTER BORDER STATES INDUSTRIES, INC KS DEPT OF REV-WITHHOLDING LARRY'S HOMETOWN MKT. NAPA AUTO PARTS ANTHONY NUVEI OFFICE PLUS OF KANSAS POSTMASTER RURAL WATER DISTRICT #2 COMPLIANCE ONE GARY TAYLOR TERMINIX PROCESSING CENTER UNIFIRST CORPORATION VISA VISA	LASER CHECK PRINTING CAMPSPOT/MARKETPLACE WATER PROTECTION FEE 4/8/25 PR COPIER CONTRACT TRASH BAGS/TP/KLEENEX/SPOONS APRIL BROKER FEE #61 DEWEZE MOWER BLADES/CANOPY LEVELING BOARD/CONCRETE OLIPHANT PRE EMPLOYMENT 4/8/25 PR 4/8/25 PR QUARTERLY DUES MARCH ONE CALL 4/8/25 PR CLAY SPADE 4/8/25 PR LAKE CLEANING SUP #61 PARTS FOR REAPIR#11 IGITIO OFFICE CC FEES OFFICE SUPPLIES POSTAGE FOR BILLS DUE 5/12/25 SPILLWAY LAKE MARCH MONTHLY CONTRACT & PREEM CERT OP FEES MARCH 2025		35.08 33.42 263.21 37.30 846.65 60.72 47.36 150.00 525.68 12.42 1,123.88 45.67 73.20	60110 60111 60114 12499092 60119 60121 60122 60124 60126 60127 12499089 12499093 60130 60131 12499091 60136 12499090 60137 60140 12499085 60141 60144 12499087 60146 60147 60148 60149 12499084 12499084 12499086	4/16/25 4/16/25
	SODIUM HYPOCHLORITE MARCH SVC		1,330.00 162.50		4/16/25 4/16/25
02	WATER TOTAL		13,749.49		
ELECTRIC ADVANCED COMPUTERS AFLAC ALERT 360 ALTEC INDUSTRIES, INC. AMAZON CAPITAL SERVICES ANTHONY FARMERS COOP ANTHONY REPUBLICAN ATMOS ENERGY BILL'S GENERAL REPAIR LLC BOLEN OFFICE SUPPLY FARM & RANCH INC IRS GALAXIE BUSINESS EQUIPMENT INC GENE'S HEARTLAND GOODS HUB INTERNATIONAL HOME LUMBER & SUPPLY INC HOSPITAL DIST 6 OF HARPER CO GREAT-WEST FINANCIAL	MONTHLY NETWORK LABOR MARCH BILL DUE 4/15/25 SURVEILLANCE OF SHOP QUICK DISCONNECT FEMALE/MALE OFFICE SEALER FUEL 1ST QT TREASURER'S REPORT NATURAL GAS #37 STARTER/REGULATOR LASER CHECK PRINTING SEYB BOOTS 4/8/25 PR COPIER CONTRACT WATER/PLATES APRIL BROKER FEE TRIPLE EXPAND FOAM OLIPHANT PRE EMPLOYMENT 4/8/25 PR		14.99 353.86 10.59 372.21 103.92 740.57 270.50 191.83 80.94 5,676.91 89.16 37.12 99.00 15.98 26.25	12499094 60102 60103 60104 60106 60107 60108 60109 60110 60117 12499092 60119 60121 60122 60126	4/16/25 4/16/25 4/16/25 4/16/25 4/16/25 4/16/25 4/16/25 4/16/25 4/16/25 4/16/25 4/16/25 4/16/25 4/16/25 4/16/25 4/16/25

APCLAIRP 04.22.22

City of Anthony KS

8 OPER: JD

# CLAIMS REPORT Check Range: 4/03/2025-4/16/2025

VENDOR NAME		REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
KANSAS MUNI( KANSAS ONE-( KANSAS PAYMI KANSAS MUNI( KMEA EMP2 OI KANSAS MUN I BORDER STATI KS DEPT OF H NAPA AUTO P/ NUVEI OFFICE PLUS PHIL'S REPA: POSTMASTER COMPLIANCE ( TERMINIX PR( UNIFIRST COI VISA VISA US BANK VOY/	TRIC COOPERATIVES CIPAL UTILITIES CALL SYSTEM, INC. ENT CENTER CIPAL GAS AGENCY PERATING ACCOUNT ENERGY AGENCY ES INDUSTRIES, INC REV-WITHHOLDING ARTS ANTHONY OF KANSAS IR ONE OCESSING CENTER RPORATION	QUARTERLY DUES MARCH ONE CALL 4/8/25 PR MEMBERSHIP FEE PURCHASES PWR ANNUAL DUES 2025 METER PEDISTAL/LIGHTS/BUCKET H 4/8/25 PR EMERGENCY PLANT LIGHTING WHEEL OFFICE CC FEES OFFICE SUPPLIES CAR WASH POSTAGE FOR BILLS DUE 5/12/25 MARCH MONTHLY CONTRACT & PREEM OFFICE PEST CONTROL EMPLOYEE UNIFORMS MITHCELL TOOL FUEL METER BATTERY FOR PP	53.60	2,450.00 736.80 25.27 68.31 35.00 103,394.00 712.00 2,285.78 943.66 1,308.31 60.74 47.36 104.25 300.00 45.01 45.67 690.55	12499093 60129 60130 60131 12499091 60132 60133 60134 60136 12499090 60140 12499085 60141 60143 60144 60146 60148 60149 12499084 12499084 12499084 60150	4/16/25 4/16/25 4/16/25 4/16/25 4/16/25 4/16/25 4/16/25 4/16/25 4/16/25 4/16/25 4/16/25 4/16/25 4/16/25 4/16/25 4/16/25 4/16/25 4/16/25 4/16/25
	0.3	ELECTRIC TOTAL	 	127,193.03	<b>y</b>	
SALES TAX & DIRECTOR OF		WATER PROTECTION FEE		1,136.61	60114	4/16/25
	04	SALES TAX & STATE FEES TOTAL		1,136.61		
ANTHONY FARI ANTHONY REP ATMOS ENERG BOLEN OFFICI IRS GALAXIE BUS: GENE'S HEAR HUB INTERNA HARPER INDU: HAZEL'S SHEI HOME LUMBER HOSPITAL DI: GREAT-WEST KPERS KANSAS MUNI KANSAS PAYM KS DEPT OF	MPUTERS TAL SERVICES MERS COOP UBLICAN Y E SUPPLY INESS EQUIPMENT INC TLAND GOODS TIONAL STRIES, INC ET METAL INC & SUPPLY INC ST 6 OF HARPER CO FINANCIAL CIPAL UTILITIES ENT CENTER REV-WITHHOLDING	DIESEL 1ST QT TREASURER'S REPORT NATURAL GAS LASER CHECK PRINTING 4/8/25 PR COPIER CONTRACT TRASH BAGS/TP/KLEENEX/SPOONS APRIL BROKER FEE #61 DEWEZE MOWER BLADES/CANOPY MCD-LIFT STATION THERMOOMETER/TOILET KIT/JACK OLIPHANT PRE EMPLOYMENT 4/8/25 PR 4/8/25 PR QUARTERLY DUES		89.14 8.69 51.00 714.42 71.55 195.88 13.65 19.28 669.01 368.39 35.08 144.11 394.00	60102 60104 60106 60107 60108 60110 12499092 60119 60121 60122 60124 60125 60126 60127 12499089 12499093 60130 12499091 12499090	4/16/25 4/16/25 4/16/25 4/16/25 4/16/25 4/16/25 4/16/25 4/15/25 4/15/25 4/15/25 4/15/25 4/15/25 4/15/25

City of Anthony KS

OPER: JD

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## CLAIMS REPORT Check Range: 4/03/2025- 4/16/2025

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 VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
OFFICE PLUS OF KANSAS POSTMASTER COMPLIANCE ONE GARY TAYLOR TERMINIX PROCESSING CENTER UNIFIRST CORPORATION US BANK VOYAGER FLEET SYS WYATT TRASH SERVICE INC	OFFICE SUPPLIES POSTAGE FOR BILLS DUE 5/12/25 MARCH MONTHLY CONTRACT & PREEM CERT OP FEES MARCH 2025 OFFICE PEST CONTROL EMPLOYEE UNIFORMS GAS/DIESEL MARCH SVC		47.39 150.00 25.94 686.93 45.66 73.08 81.86 60.00	60144 60146 60147 60148 60149 60150	4/16/25 4/16/25 4/16/25 4/16/25 4/16/25 4/16/25 4/16/25 4/16/25
.05	SEWAGE DISPOSAL TOTAL		6,169.12		
DARK OIL COMPANY, INC. EVANS-BIERLY-HUTCHISON & ASSOC		.34 3.32		60113 60116 12499095 12499084 12499086	4/15/25
12	AIRPORT TOTAL		55,792.09		
RECREATION COMMISSION ANTHONY ELEMENTARY SCHOOL ANTHONY FARMERS COOP IRS GENE'S HEARTLAND GOODS HOME LUMBER & SUPPLY INC	DONATION FROM THE REC BOLTS.BOLT BOX 4/8/25 PR TENNIS CLINIC ICE POOL SANDING BLOCKS/PAPER/DEEP		20.00 63.19 74.68 5.29 32.95	60106 12499092 60099	4/10/25 4/16/25 4/15/25 4/10/25 4/16/25
26	RECREATION COMMISSION TOTAL	and the second second	196.11		
SPECIAL PARKS & RECREATIO WYATT TRASH SERVICE INC	MARCH SVC		23.10	60153	4/16/25
32	SPECIAL PARKS & RECREATIO TOTAL		23.10	-	
CAPITAL IMPROVEMENT FUND EVANS-BIERLY-HUTCHISON & ASSOC	AWOS/BEACON AV-2023-17		4,578.90	60116	4/16/25
34	CAPITAL IMPROVEMENT FUND TOTAL		4,578.90		
WILDLIFE AND PARKS GRANT EVANS-BIERLY-HUTCHISON & ASSOC	DESIGN-TRAIL GRANT NRT2023-01		5,000.00	60116	4/16/25
47	WILDLIFE AND PARKS GRANT TOTAL		5,000.00		
TRANSIENT GUEST APPROVED TROY LANKTON	CAR SHOW MAILING		2,025.50	60112	4/16/25

# CLAIMS REPORT Check Range: 4/03/2025-4/16/2025

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL		CHECK DATE
RD PAPER COMPANY LLC	CARSHOW FLYER/POSTER		165.00	60145	4/16/25
	89 TRANSIENT GUEST APPROVED TOTAL		2,190.50	•	
	Accounts Payable Total	100 - A 100 - 20 - 20 - 20 - 20 - 20 - 20 - 20	238,216.52		

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### CLAIMS REPORT CLAIMS FUND SUMMARY

Page	ltem 2.	
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FUND	NAME	AMOUNT
01	GENERAL OPERATING	22,187.57
02	WATER	13,749.49
03	ELECTRIC	127,193.03
04	SALES TAX & STATE FEES	1,136.61
05	SEWAGE DISPOSAL	6,169.12
12	AIRPORT	55,792.09
26	RECREATION COMMISSION	196.11
32	SPECIAL PARKS & RECREATIO	23.10
34	CAPITAL IMPROVEMENT FUND	4,578.90
47	WILDLIFE AND PARKS GRANT	5,000.00
89	TRANSIENT GUEST APPROVED	2,190.50
	TOTAL FUNDS	238,216.52

OPER: JD





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

47-01-2060

March 28, 2025 Project No: Invoice No: 15854

R4650.1

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

DESIGN - TRAIL GRANT NRT2028-1"

Project R4650.1

Anthony RTP Lake Trail 2024

Project Manager: Andrew Brunner

Professional Services from February 23, 2025 to March 22, 2025

**Amount Due** 

Billing Phase	Fee	Earned	
Survey	15,000.00	10,000.00	
Design	41,000.00	25,000.00	
Construction Engineering	7,500.00	0.00	
Construction Observation	72,500.00	0.00	
Contract Compliance Administration	5,000.00	0.00	
Project Closeout	7,500.00	0.00	
Total Fee	148,500.00	35,000.00	
	Previous Fee Billing	30,000.00	
	Current Fee Billing	5,000.00	
,	Total Fee		
	10		

**Total this Invoice** 

5,000.00

\$5,000.00



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 
 March 27, 2025

 Project No:
 R4639.1

 Invoice No:
 15844

Project	R4639.1	Anthony Airport Reconst Txwy 2024		
Project Manager: Darin Neufeld				
Professional Services from February 23, 2025 to March 22, 2025				
Amount Due				

Billing Phase			Fee	Earned	
Design		37,800	0.00	32,130.00	
Const Eng		(	0.00	0.00	
Project Closeout		(	0.00	0.00	
Total Fee		37,800	0.00	32,130.00	
	Previou	us Fee Billing		28,350.00	
		t Fee Billing		3,780.00	
	I	Total Fee			3,780.00
			Total	this Invoice	\$3,780.00
Outstanding Invoices					
Number	Date	Balance			
15796	2/28/2025	18,900.00			
Total		18,900.00			
		-	Tota	al Now Due	\$22,680.00



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 
 March 28, 2025

 Project No:
 R4296.1

 Invoice No:
 15865

Project R4296.1 Anthony Airport Rehab Turf Rwy 2023 Project Manager: Darin Neufeld Professional Services from September 22, 2024 to March 22, 2025

**Amount Due** 

Billing Phase		Fe	e Earned	
Design		40,400.0	40,400.00	
Design AGIS		23,100.0		
Post AGIS		14,800.0	,	
Const Eng		38,138.7		
Proj Closeout		0.0		
Const Staking		0.0	0.00	
Total Fee		116,438.7	75 116,438.75	
	Previou	s Fee Billing	97,374.33	
		Fee Billing	19,064.42	
	т	otal Fee		19,064.42
		1	Fotal this Invoice	\$19,064.42
Outstanding Invoices				
Number	Date	Balance		
15485	9/25/2024	1,164.42		
Total		1,164.42		
		·	Total Now Due	\$20,228.84



Detailed Itemized Statement of Amount Being Claimed by Consultant

3/27/2025

PROJECT NO. R4296.1 Anthony Airport Rehab

Billing Statement No. \_\_\_\_ Nine (9)

#### **Construction Engineering**

For Services from 09/22/24 thru 03/22/25

#### **Direct Payroll**

Employee	Title	Hours	Rate	Extension	Totals
D. Neufeld C. Mayberry D. Hall	Construction Engineer Construction Technician Survey Supervisor	4	\$135.00 \$80.00 \$100.00	\$540.00 \$0.00 \$0.00	
F. Feemster	Survey Technician	2	\$100.00	\$0.00 \$168.00	
C. Feemster	Survey Technician	2	\$50.00	\$100.00	
F. Feemster	GPS Crew	2	\$170.00	\$340.00	
A. Prater	Engineering Technician		\$70.00	\$0.00	
				\$1,148.00	
Total Direct Payroll					\$1,148.00
Direct Expenses					
	Vehicle Meals Motel Consultant Terracon			\$16.42	
Total Direct Expense	es:				\$16.42
Total Cost Claimed (E + F)				\$1,164.42	
Less Retainage		\$0.00			
TOTAL this voucher		\$1,164.42			

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 
 March 27, 2025

 Project No:
 R4285.1

 Invoice No:
 15839

 Project
 R4285.1
 Anthony Airport Install AWOS & Replace Beacon 2022

 Project Manager: Darin Neufeld
 Professional Services from September 22, 2024 to March 22, 2025

**Amount Due** 

Billing Phase	Fee	Earned	
Design	1,000.00	1,000.00	
Construction Engineering	9,983.80	9,983.80	
Project Closeout	0.00	0.00	
Total Fee	10,983.80	10,983.80	
	Previous Fee Billing	6,404.90	
	Current Fee Billing	4,578.90	
	Total Fee		4,578.90
	Total	this Invoice	\$4,578.90



Detailed Itemized Statement of Amount Being Claimed by Consultant

3/27/2025

PROJECT NO. R4285.1 Airport AWOS & Beacon

Billing Statement No. Three (3)

#### **Construction Engineering**

For Services from 09/22/24 thru 03/22/25

#### **Direct Payroll**

Employee	Title	Hours	Rate	Extension	Totals	
D. Neufeld C. Mayberry F. Feemster C. Feemster F Feemster A. Prater D. Hall D. Abbottt	Construction Engineer Construction Technician Survey Technician Survey Technician 2 man GPS Crew Engineering Technician Survey Supervisor Survey Technician	24.5 16.5 8	\$135.00 \$80.00 \$84.00 \$50.00 \$170.00 \$70.00 \$100.00 \$90.00	\$0.00 \$0.00 \$2,058.00 \$825.00 \$1,360.00 \$0.00 \$0.00 \$0.00 <b>\$4,243.00</b>		
Total Direct Payroll					\$4,243.00	
Direct Expenses	Vehicle 308 miles \$0.675 Meals Motel			\$207.90 \$128.00		
Total Direct Expense	es:				\$335.90	
Total Cost Claimed (E + F) \$4					\$4,578.90	
Less Retainage						
TOTAL this voucher \$4,						

THANK YOU !

07.14.22 PAID T		/30/2025		COS	ST CENTER RE			JRNI	R: JD _ 4339		PAGE Item 4.
CALENDA	R 4/2025,	FISCAL 4	/2025 DAT	ES 3/30/	/2025 4/	/08/2025	FIRS	F PAY OF M	DNTH		
C CTR DESCRIPTION	REG HRS	OT HRS	VAC HRS	SCK HRS	TOT HRS	REG AMT	OT AMT	VAC AMT	SCK AMT	TOT AMT	DEDUCTIONS
101 GEN ADM.	23.93	.00	.00	.00	23.93	1364.90	.00	.00	.00	1364.90	282.91
102 POLICE	616.00	.00	.00	.00	616.00	13425.01	.00	.00	.00	13425.01	1539.18
104 STREET	296.75	.00	.00	.00	320.00	6392.29	.00	.00	.00	6886.01	610.06
105 GEN-ZONING	.00	.00	.00	.00	.00	196.87	.00	.00	.00	196.87	.00
230 WATER-LAKE	40.00	.00	.00	.00	40.00	884.80	.00	.00	.00	884.80	.00
232 WATER-DISTRIBU	T 282.70	.00	.00	.00	298.20	3584.87	.00	.00	.00	3897.62	488.83
233 WATER-COMM& GE	N 62.74	.00	.00	.00	65.37	2449.45	.00	.00	.00	2507.15	.00
331 ELECTRIC-PROD	520.00	.00	.00	.00	536.00	7998.64	.00	.00	.00	8501.20	950.50
332 ELEC-DISTRIBUT	I 621.85	.00	.00	.00	636.35	10218.56	.00	.00	.00	10589.72	1388.76
333 ELECTRIC-COMM	71.44	.00	.00	.00	74.06	4107.28	.00	.00	.00	4164.98	145.63
533 SEWER-COMM & G		.00	.00	.00	11.89	424.00	.00	.00	.00	424.00	.00
534 SEWER-TREATMEN		.00	.00	.00	265.95	3074.48	.00	.00	.00	3317.35	.00
2601 REC - GEN	21.75	.00	.00	.00	21.75	348.00	.00	.00	.00	348.00	.00
2621 REC - POOL	3.00	.00	.00	.00	3.00	48.00	.00	.00	.00	48.00	.00
2622 REC - BALL	5.75	.00	.00	.00	5.75	92.00	.00	.00	.00	92.00	.00
5102 OT GEN POLICE	.00	8.25	.00	.00	8.25	.00	331.77	.00	.00	331.77	.00
5232 OT WATER DIST	.00	15.00	.00	.00	15.00	.00	580.08	.00	.00 .00	580.08 553.32	.00 .00
5331 OT ELEC PROD	.00	12.00	.00	.00	12.00	.00	553.32	.00 .00	.00	141.53	.00
5332 OT ELEC DIST	.00	3.00	.00	.00	3.00	.00	141.53 153.65	.00	.00	153.65	.00
5333 OT ELEC COMM/C		4.50	.00	.00	4.50 10.75	.00 .00	414.52	.00	.00	414.52	.00
5534 OT SEWER TREAT		10.75	.00	.00 .00	251.25	.00	.00	.00	.00	125.63	.00
6102 SHIFT GEN POLI	C.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	430.83
99999 DISTRIBUTED	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	430.03
TOTAL	2832.25	53.50	.00	.00	3223.00	54609.15	2174.87	.00	.00	58948.11	5836.70

# **CONTRACT CHANGE ORDER**

PROJECT NAME	Anthony CDBG Housing Rehab					
LOCATION OF WORK	311 S Lincoln, Anthony, KS 67204					
CONTRACT DATE	10/28/24	CHANGE ORDER NO.				
REQUESTING PARTY	Stuart Nelson	DATE OF REQUEST	4/14/2025			
PROJECT MANAGER	Mike Schwartz	CONTRACTOR	S&A Construction			
OWNER	Karen Lambert	ADMINISTRATOR	Megan Unruh			

#### CONTRACTOR IS DIRECTED TO COMPLETE THE FOLLOWING CHANGES IN CONTRACT DOCUMENTS

DESCRIPTION OF CHANGES NEEDED	Addition of new faucet and gutter guards.
REASON FOR CHANGE	Unforeseen repair costs on the bathroom sink have required additional materials to be purchased, client has made a reasonable request for gutter guards to be added to assist with property maintenance throughout the residency in their home.
SUPPORT & JUSTIFICATION DOCUMENTS	List all attached documents which support the requested change and justify any increased cost and time. See attached revised punch list.
SPECIFICATIONS	One new faucet for bathroom sink, 110 linear feet of gutter guards.

#### CHANGE IN CONTRACT PRICE

#### **CHANGE IN CONTRACT TIMES**

ORIGINAL PRICE	\$38,727.00	ORIGINAL TIMES	45 Days
NET CHANGES OF PREVIOUS CHANGE ORDERS	\$0.00	NET CHANGES OF PREVIOUS CHANGE ORDERS IN DAYS	N/A
NET INCREASE / DECREASE	\$889.00	NET INCREASE / DECREASE	30 Days
TOTAL CONTRACT PRICE WITH APPROVED CHANGES	\$39,616.00	TOTAL CONTRACT TIME WITH APPROVED CHANGES	75 Days

RECOMMENDED BY PROJECT MANAGER	Mike Schwartz	APPROVED BY ADMINISTRATOR	Megan Unruh
DATE	4/14/25	DATE	4/14/25

Docusign Envelope ID: A8AEF195-8A35-467C-86EC-1500115F02F3

LOCATION OF WORK	311 S Lincoln, Anthony, KS 67204			Item 7.
CONTRACT DATE	10/28/24	CHANGE ORDER NO.	1	

#### ITEMIZED BREAKDOWN OF WORK

	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
Faucet	One new faucet for the bathroom sink	1	\$200	\$200
Gutter Guards	110 linear feet of gutter guards	1	\$689	\$689
	1	1	TOTAL	\$889.00

CONTRACTOR S&A CONSTRUCTION SIGNATURE	signed by: Stuart Milson	CITY ANTHONY SIGNATURE	
DATE	7ADCABD02B1547E 4/14/2025	DATE	
HOMEOWNER KAREN LAMBERT SIGNATURE		PROJECT MANAGER MIKE SCHWARTZ SIGNATURE	signed by: Mike Schwartz 0359F7B94ECA4F7
DATE		DATE	4/14/2025

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FDP Cost Reimbursement Subaward				
Federal Awarding Agency: Department of Agriculture (USDA)				
Pass-Through Entity (PTE):	Subrecipient:			
Kansas State University	City of Anthony			
PTE PI: Matthew Norville	Sub PI: Bill Moyer			
PTE Federal Award No: 23-DG-11021600-050	Subaward No: A24-0081-S006			
Project Title: Anthony Trees for Tomorrow				
Subaward Budget Period: Start: 04/01/2025 End: 12/31/2026	Amount Funded This Action (USD): \$ 100,000.00			
Estimated Period of Performance: Start: 04/01/2025 End: 12/31/2026	Incrementally Estimated Total (USD): \$ 100,000.00			
Terms and	Conditions			
	ermined by 2 CFR 200.331), to Subrecipient. The Statement of Work 5. In its performance of Subaward work, Subrecipient shall be an			
incurred. Upon the receipt of proper invoices, the PTE agree CFR 200.305. All invoices shall be submitted using Subrec cumulative costs (including cost sharing), breakdown by ma	thly and not less frequently than quarterly for allowable costs sees to process payments in accordance with this Subaward and 2 ipient's standard invoice, but at a minimum shall include current and ajor cost category, Subaward number, and certification, as required in award number shall be returned to Subrecipient. Invoices and directed to the party's Financial Contact, shown in			
<ol> <li>A final statement of cumulative costs incurred, including co Financial</li> <li>Contact, as shown in Attachme The final statement of costs shall constitute Subrecipient's final statement of costs</li> </ol>	ent 3A, not later than 60 days after the final Budget Period end date.			
<ol> <li>All payments shall be considered provisional and are subje adjustment is necessary as a result of an adverse audit find</li> </ol>	ct to adjustment within the total estimated cost in the event such ling against the Subrecipient.			
5. Matters concerning the technical performance of this Subaward shall be directed to the appropriate party's Principal Investigator as shown in Attachments 3A and 3B. Technical reports are required as shown in Attachment 4.				
6. Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this Subaward, and any changes requiring prior approval, shall be directed to the PTE's Authorized Official Contact and the Subrecipient's Administrative Contact shown in Attachments 3A and 3B. Any such change made to this Subaward requires the written approval of each party's Authorized Official as shown in Attachments 3A and 3B.				
7. The PTE may issue non-substantive changes to the Budget Period(s) and Budget Bilaterally . Unilateral modification shall be considered valid 14 days after receipt unless otherwise indicated by Subrecipient when sent to Subrecipient's Authorized Official Contact, as shown in Attachment 3B.				
8. Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.				
9. Either party may terminate this Subaward with 30 days written notice. Notwithstanding, if the Awarding Agency terminates the Federal Award. PTE will terminate in accordance with Awarding Agency requirements. PTE notice shall be directed to the Authorized Official Contact, and Subrecipient notice shall be directed to the Authorized Official Contact, and Subrecipient notice shall be directed to the Authorized Official Contact, and Subrecipient for termination costs as allowable under Uniform Guidance, 2 CFR 200, or 45 CFR Part 75 Appendix IX, as applicable				
10. By signing this Subaward, including the attachments hereto which are hereby incorporated by reference, Subrecipient certifies that it will perform the Statement of Work in accordance with the terms and conditions of this Subaward and the applicable terms of the Federal Award, including the appropriate Research Terms and Conditions ("RTCs") of the Federal Awarding Agency, as referenced in Attachment 2. The parties further agree that they interact this subaward to comply with all applicable laws, regulations, and requirements.				
By an Authorized Official of the PTE:	By an Authorized Official of the Subrecipient:			
Name: Paul R. Lowe Date Title: Associate Vice President for Research	Name: Andra Kastens Date			
Title: Associate Vice President for Research	Title: City Administrator			

Item 10.

Item 10.

#### Subaward Number:

## Attachment 1

**Certifications and Assurances** 

A24-0081-S006

#### Certification Regarding Lobbying (2 CFR 200.450)

By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief, that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, 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 in accordance with 2 CFR 200.450.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending 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 this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to the PTE.

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 31 U.S.C. 1352. 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.

#### Debarment, Suspension, and Other Responsibility Matters (2 CFR 200.214 and 2 CFR 180)

By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief that neither the Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, in accordance with 2 CFR 200.214 and 2 CFR 180.

#### Audit and Access to Records

Subrecipient certifies that it will provide PTE with notice of any adverse findings which impact this Subaward. Subrecipient certifies compliance with applicable provisions of 2 CFR 200.501-200.521. If Subrecipient is not required to have a Single Audit as defined by 200.501, Awarding Agency requirements, or the Single Audit Act, then Subrecipient will provide notice of the completion of any required audits and will provide access to such audits upon request. Subrecipient will provide access to records as required by parts 2 CFR 200.332 (a)(5), 200.337, and 200.338 as applicable.

#### Program for Enhancement of Contractor Employee Protections (41 U.S.C 4712)

Subrecipient is hereby notified that they are required to: inform their employees working on any federal award that they are subject to the whistleblower rights and remedies of the program; inform their employees in writing of employee whistleblower protections under 41 U.S.C §4712 in the predominant native language of the workforce; and include such requirements in any agreement made with a subcontractor or subgrantee.

The Subrecipient shall require that the language of the certifications above in this Attachment 1 be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

#### Use of Name

Neither party shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this Subaward for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described.

#### Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment

Pursuant to 2 CFR 200.216, Subrecipient will not obligate or expend funds received under this Subaward to: (1) procure or obtain; (2) extend or renew a contract to procure or obtain; or (3) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services (as described in Public Law 115-232, section 889) as a substantial or essential component of any system, or as a critical technology as part of any system.

1				
	Attachment	2	Subaward Number	
	Federal Award Terms and Conditions		A24-0081-S006	
		conditions	A24-0001-3000	
		Awarding Age	nou Instituto (If Applicable)	
Required Data Elements		Participant and a second se	ency Institute (If Applicable)	
The data elements required by Uni		Federal Award Issue D	ces and Environment, Forest Service	
Guidance are incorporated in the a	attached Federal Award.	06/26/23	Pate FAIN Assistance Listing N	
This Subaward Is:			isting Program Title (ALPT)	
			Urban & Community Forestry Program	
Research & Development	Subject to FFATA	Key	Personnel Per NOA	
General Terms and Conditions				
By signing this Subaward, Subrecipient ag	arees to the following:			
1. To abide by the conditions on activit	• •	ederal funds in approp	riations acts that are applicable	
	restrictions are pertinent. This include	s any recent legislation	n noted on the Federal Awarding	
Agency's website:				
N/A				
2. 2 CFR 200 and 2 CFR 400				
<ol><li>The Federal Awarding Agency's gran performance or as amended found a</li></ol>		in effect as of the beg	inning date of the period of	
				1
N/A 4. Applicable Research Terms and Cor	nditions, including any Federal Awardir	a Agency's Specific E	equirements found at:	
https://www.nsf.gov/awards/managing/rtc.js		ig Agency's Opecific R	except for the follow	vina ·
	ritten approval of the PTE. Any reques	ts for a no-cost extens		ing .
	act shown in Attachment 3A, not less th			ested
	nancial reporting requirements describ			
	Requirements are replaced with Terms ught from the PTE and not the Federal		rough (4) of this Subaward; and	
d. Title to equipment as defined in 2	2 CFR 200.1 that is purchased or fabric	ated with research fur		
	ect or program, shall vest in the Subrec			3.
	r a change in Subrecipient PI or chang	e în Key Personnei (de	anned as listed on the NOA).	
5. Treatment of program income: Add	litive			
Special Terms and Conditions:				
Data Sharing and Access:	ne Federal Awarding Agency's data sha	aring and/or access re	nuirements as reflected in the NOA	
	indard terms and conditions as referen			
No additional requirements				
Data Rights:				•
Subrecipient grants to PTE the right to	o use data created in the performance ions to the Federal Government under			
Copyrights:				_
	an irrevocable, royalty-free, non-transf	erable non-exclusive	right and license to use	
reproduce, make derivative works, dis software and its documentation and/o	splay, and perform publicly any copyrig or databases) first developed and delive 'E's obligations to the Federal Governr	hts or copyrighted mat ered under this Subaw	terial (including any computer ard solely for the purpose of and	
purpose of and only to the extent requ	o use any written progress reports and uired to meet PTE's obligations to the F	deliverables created u ederal Government u	under this Subaward solely for the nder its Federal Award.	-
Promoting Objectivity in Research Subrecipient must designate herein w	(COI): hich entity's Financial Conflicts of Inter	est policy (COI) will ar	poly: Subrecipient	
If applying its own COI policy, by exec	cution of this Subaward, <u>Subrecipient c</u> y as identified herein: USDA – As stat	ertifies that its policy c	Competition of the second state of the second	

Subrecipient shall report any financial conflict of interest to PTE's Administrative Representative or COI contact, as designated on Attachment 3A. Any financial conflicts of interest identified shall, when applicable, subsequently be reported to Federal Awarding Agency. Such report shall be made before expenditure of funds authorized in this Subaward and within 45 days of any subsequently identified COI.

Item 10.

Work Involving Human or Vertebrate Animals (Select Applicable Options)

This section left intentionally blank.

Human Subjects Data (Select One) Not Applicable

This section left intentionally blank

This section left intentionally blank

#### **Additional Terms**

1) The Provisions found in Attachment 2A, the Contractual Provisions Attachment, (Form KSU-146a, Rev. 3-24) are hereby incorporated in this Subaward agreement and made a part hereof. The term "Contractor" in Attachment 2A shall mean "Subrecipient", and the term "University" shall mean "PTE".

2) This Subaward is subject to the Subrecipient's signing of USDA Form AD-1048, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tiered Covered Transaction. Any change in the debarred or suspended status of Subrecipient during the life of this Subaward must be reported immediately to PTE (See Attachment 2B). State of Kansas Kansas State University KSU-146a (Rev. 3-24) Contract #\_\_\_\_\_

Item 10.

#### CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to and specifically incorporated in all contractual agreements by adding the following statement to the main body of the contract: "The Provisions found in Contractual Provisions Attachment (Form KSU-146a, Rev. 3-24), which is attached hereto, are hereby incorporated in this contract and made a part hereof."

1. <u>Controlling Provisions</u>: It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in the contract (including, without limitation, all other attachments) in which this attachment is incorporated. Any terms that conflict with or could be interpreted to conflict with this attachment are nullified.

2. <u>Kansas Law and Venue</u>: All matters arising out of or related to this contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit arising out of or related to this contract shall reside only in courts located in the State of Kansas.

3. <u>Disclaimer Of Liability</u>: No provision of this contract will be given effect that attempts to require Kansas State University or any of its controlled corporations (collectively "University") to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The terms, conditions, and limitations of liability of the State of Kansas, the University, and their employees are exclusively defined under the Kansas Tort Claims Act (K.S.A. 75-6101, et seq.).

4. <u>Arbitration, Damages, Warranties</u>: No interpretation of this contract shall find that the University has agreed to binding arbitration, or the payment of damages or penalties. Further, the University does not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages or rights of action available to the University at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

5. <u>Termination Due To Lack Of Funding Appropriation</u>: If sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, the University may terminate this agreement at the end of its current fiscal year. The University agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided under any contract for which it has not been paid. The University will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by the University, title to any such equipment shall revert to Contractor at the end of the University's current fiscal year. The termination of the contractor.

6. <u>Responsibility For Taxes</u>: The University shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

7. Insurance: The University shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require the University to establish a "self-insurance" fund to protect against any such loss or damage.

8. <u>Acceptance Of Contract</u>: This contract shall not be considered accepted, approved or otherwise effective until the required approvals and certifications have been given, including, but not limited to, the signature of an authorized representative of the University as defined in the University Contracts Policy: <u>https://www.k-state.edu/policies/ppm/3000/3070.html</u>.

9. <u>Authority To Contract</u>: By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.

10. <u>Export Control</u>: Prior to providing University with any items under this contract that are subject to export controls regulations, including items controlled under the International Traffic in Arms Regulations (ITAR), 22 C.F.R. §§ 120-130, or the Export Administration Regulations (EAR), 15 C.F.R. §§ 730-774, Contractor will notify University and identify the export controlled items at issue and the applicable categories and subcategories of the United States Munitions List and/or Export Control Classification Number(s). University reserves the right to decline to accept any items or information controlled under ITAR or EAR. Contractor will direct all notices under this section to the appropriate University contact as follows: comply@k-state.edu.

11. <u>Privacy of Student Records</u>: Contractor understands that the University is subject to FERPA (Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g). To the extent Contractor possesses any education records of University's students under this contract, Contractor is deemed to be a school official with a legitimate educational interest in the records and Contractor agrees to comply with FERPA and its regulations. Contractor specifically agrees that it shall use personally identifiable education records only for purposes related to this contract, and shall not disclose such records to any third party without authorization from the University. Contractor shall promptly report to the University any request for, or improper disclosure of, University student educational records.

12. <u>Anti-Discrimination Clause</u>: Contractor agrees to comply with all applicable state and federal anti-discrimination laws. When requested by University, Contractor shall cooperate with University in meeting obligations under University's own policies and procedures, including but not limited to the University's antidiscrimination policy: <u>http://www.k-state.edu/policies/ppm/3000/3010.html</u>. Contractor specifically acknowledges that its employees on campus and/or participating in University programs or activities have reviewed, understand, and will comply with University's anti-discrimination policy and its reporting website at https://www.kstate.edu/report/. Contractor also agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, <u>et seq.</u>) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, <u>et seq.</u>) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, <u>et seq.</u>) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1103; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission or if it is determined that the contractor has violated applicable provisions of ADA, such violation(s) shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the University.

13. <u>Information/Confidentiality</u>: As a state agency, the University's contracts and prices paid for goods and services are generally public records, and therefore no provision of this contract shall restrict the University's ability to produce this contract in response to a lawful request or from otherwise complying with the Kansas Open Records Act (K.S.A. 45-215, <u>et seq.</u>). Moreover, no provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, <u>et seq.</u>

14. <u>The Eleventh Amendment</u>: The Eleventh Amendment is an inherent and incumbent protection of the State of Kansas and need not be reserved, but prudence requires the University to reiterate that nothing in or related to this contract shall be deemed a waiver of the Eleventh Amendment.

15. <u>Campaign Contributions / Lobbying</u>: Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

16. <u>University Access</u>: To the extent Contractor is present on University's premises or in any way utilizes University computing and/or network resources in connection with any contract, Contractor and its representatives will adhere to the University's policies and procedures, and will use commercially reasonable efforts not to interfere with the University's regular operations. Contractor further agrees, upon request, to include the University an additional insured on its general liability insurance policy on a primary and non- contributory basis, with such policy to provide continuous coverage for at least a period of two years after the end of the contract and such policy is not to be cancelled without 30 day prior notice to the University and another general liability insurance policy. The Contractor shall also provide the University with a certificate of insurance within five business days upon request.

17. <u>Electronic Signature</u>: The parties agree that the contract may be signed with electronic signatures. If an electronic signature is used, the parties agree that it is the legally binding equivalent to the signing party's handwritten signature. Whenever either party executes an electronic signature on the contract, it has the same validity and meaning as a handwritten signature. The parties agree that neither party will, at any time in the future, repudiate the meaning of an electronic signature or claim that an electronic signature is not legally binding.

18. <u>No Endorsement</u>. Contractor agrees it will not use or display the name, marks, or images of the University to advertise and/or endorse its enterprises or products, or for any other purpose without the prior written approval of the University.



## Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 CFR §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal and civil fraud privacy, and other statutes may be applicable to the information provided.

#### (Read instructions on page two before completing certification.)

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME	PR/AWARD NUMBER OR PROJECT NAME		
City of Anthony	23-DG-11021600-050		
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S) Cyndra Kastens			
SIGNATURE DATE 4.15.25			
n accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA its Agencies, offices, and employees, and			

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at <u>How to File a Program Discrimination Complaint</u> and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

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

#### Instructions for Certification

- (1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.
- (2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (3) The prospective lower tier participant must provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person, ""primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 CFR Parts 180 and 417. You may contact the Department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- (5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it may not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency with which this transaction originated.
- (6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the General Services Administration's System for Award Management Exclusions database.
- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

## Attachment 3A

Pass-Through Entity (PTE) Contacts

A24-0081-S006

Subaward Number:

PTE Information					
Entity Name:	Kansas State University				
Legal Address:	103 Fairchild Hall 1601 Vattier St. Manhattan, KS 66506-1103				
Website:	https://www	.k-state.edu/research/		می می می این این این این این این این این این ای	
PTE Contacts					
Central Email	:	research@ksu.edu			
Principal Investiga	ator Name:	Matthew Norville			
Email:	mnorville@	ksu.edu	Telephone Number:	1-785-410-6435	
Administrative Cor	ntact Name:	Subcontract Administrator			
Email:	pas-subs@	ksu.edu	Telephone Number:	1-785-532-6804	
COI Contact email	(if different	to above): comply@ksu	ı.edu		
Financial Contact I	Name:	Megan Webb			
Email:	spaaccts@	ksu.edu	Telephone Number:	1-785-532-6804	
Email invoices?	) Yes () N	lo Invoice email (if different):			
Authorized Official	Name:	Paul R. Lowe			
Email:	research@	ksu.edu	Telephone Number:	1-785-532-6804	
PI Address:					
Kansas State University Kansas Forest Service 2610 Claflin Road Manhattan, Kansas 66502					
Office of Sponsored Programs Kansas State University					
Kansas State University         103 Fairchild Hall         1601 Vattier St.         Manhattan, KS 66506-2504					

## Invoice Address:

Please send invoices to: spaaccts@k-state.edu.

## Attachment 3B

Subrecipient Contacts

Subaward Number: A24-0081-S006

Item 10.

Subrecipient Infor	mation for <u>F</u>	FATA reporting				
Entity's UEI Name:	City of A	nthony				
EIN No.:		Institution Type:				
UEI:		Currently registered in SAM.gov: O Yes O No				
Parent UEI:		Exempt from reporting executive compensation: Yes No (if no, complete 3Bpg2) This section for U.S. Entities: Zip Code Look-up				
Place of Performan	ce Address	Congressional District:		Zip Code		
Subrecipient Cor	ntacts					
Central	Email:					
Website	ə:	https://www.anthonykansas.or	rg/			
Principal Investiga	ator Name:	Bill Moyer				
Email:	croplanding	c@hotmail.com	Teleph	one Number:	620-899-4917	
Administrative Cor	ntact Name:					
Email:			Teleph	one Number:		
Financial Contact	Name:	Jamie Deviney				
Email:	jdeviney@	anthonykansas.org,	Telepho	one Number:	620-842-5434	
Invoice	Email:				-	
Authorized Officia	I Name:	Cyndra Kastens				
Email:	ckastens@	anthonykansas.org	Telephor	ne Number:	620-842-5434	
Legal Address:						
Administrative A	ddress:	nanna gur a dhanna ann an Anna Anna Anna ann ann an ann an				
Same as le	gal addres	SS.				

## Payment Address:

Same as legal address.

## Attachment 3B-2

Highest Compensated Officers

A24-0081-S006

Subaward Number:

## Subrecipient:

Institution Name:	City of Anthony
PI Name:	Bill Moyer

## **Highest Compensated Officers**

The names and total compensation of the five most highly compensated officers of the entity(ies) must be listed if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and \$25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1) Internal Revenue Code of 1986.

er 1 Name:
er 1 Compensation:
er 2 Name:
er 2 Compensation:
er 3 Name:
er 3 Compensation:
er 4 Name:
er 4 Compensation:
er 5 Name:
er 5 Compensation:

Item	10.

Subaward Number:

## Attachment 4

**Reporting and Prior Approval Terms** 

A24-0081-S006

Subrecipient agrees to submit the following reports (PTE contacts are identified in Attachment 3A):
Technical Reports:
Monthly technical/progress reports will be submitted to the PTE's Principal Investigator within 15 days of of the end of the month.
Quarterly technical/progress reports will be submitted within 30 days after the end of each project quarter to the PTE's Principal Investigator.
Annual technical / progress reports will be submitted within 60 days prior to the end of each budget period to the PTE's Principal Investigator . Such report shall also include a detailed budget for the next Budget Period, updated other support for key personnel, certification of appropriate education in the conduct of human subject research of any new key personnel, and annual IRB or IACUC approval, if applicable.
A Final technical/progress report will be submitted to the PTE's Principal Investigator within 60 days of the end of the Project Period or after termination of this award, whichever comes first.
Technical/progress reports on the project as may be required by PTE's Principal Investigator in order for the PTE to satisfy its reporting obligations to the Federal Awarding Agency.
Prior Approvals:
Carryover:
Carryover is automatic
Other Reports:         In accordance with 37 CFR 401.14, Subrecipient agrees to notify both the Federal Awarding Agency via iEdison and PTE's Financial Contact within 60 days after Subrecipient's inventor discloses invention(s) in writing to Subrecipient's personnel responsible for patent matters. The Subrecipient will submit a final invention report using Federal Awarding Agency specific forms to the PTE's Financial Contact within 60 days of the end of the Project Period to be included as part of the PTE's final invention report to the Federal Awarding Agency. A negative report is required: Yes         Property Inventory Report (only when required by Federal Awarding Agency), specific requirements below.
Additional Technical and Reporting Requirements:

Item 10.

Subaward Number:

## **Attachment 5**

Statement of Work, Cost Sharing, Indirects & Budget

A24-0081-S006

## **Statement of Work**

Below Attached, 2 pages

If award is FFATA eligible and SOW exceeds 4000 characters, include a Subrecipient Federal Award Project Description

See Attachment 5A for Scope of Work and Budget details.

**Budget Information** 

Indirect Information Indirect Cost Rate (IDC) Applied 0 %	Cost Sharing No
Rate Type: Modified Total Direct Costs	If Yes, include Amount: \$
Budget Details Below Attached, 2 pages	
See Attachment 5A for Scope of Work and Budget details.	
	Budget Totals
	Direct Costs \$ 100,000.00
	Indirect Costs \$ 0.00
	Total Costs \$ 100,000.00
	All amounts are in United States Dollars

2024 KFS Community IRA Scope of Work City of Anthony

#### 2024 KFS Community IRA Scope of Work

For

#### **City of Anthony**

PROJECT: Anthony Trees for Tomorrow

PROJECT PERIOD: Spring 2025 - Fall 2026

#### CONTACTS:

**CITY OF ANTHONY** 

TECHNICAL - Bill Moyer, Anthony Tree Board Chairman, <u>croplandinc@hotmail.com</u>, 620-899-4917 SIGNATURE - Cyndra Kastens, Anthony City Clerk/Administrator, <u>ckastens@anthonykansas.org</u>, 620-842-5434

FINANCIAL – Jamie Deviney, City of Anthony Treasurer, jdeviney@anthonykansas.org, 620-842-5434

KANSAS FOREST SERVICE

TECHNICAL - Kody Kraemer, SE District Community Forester <u>kody10@ksu.edu</u>, 758-410-6435 SIGNATURE - Matt Norville, Community Forestry Program Coordinator, <u>mnorville@ksu.edu</u>, 785-473-1064

FINANCIAL - Aimee Hawkes, Assistant Director, aimeeh2@ksu.edu, 785-323-0330

#### SCOPE OF WORK:

The City of Anthony will hire a contractor or utilize City staff to remove 50 dead or dying trees from city streets. ANSI A300 Tree Care Standards will be followed in all implementation activities. The trees will be safely removed preventing damage to surrounding property. The debris from these trees will be removed and hauled away from the site. Stumps will be low cut and ground below ground level if possible.

The City of Anthony will replant at least two trees for every tree removed as a component of this project. Planting stock will have a strong well-developed leader free of insects, disease, and mechanical injury. The species being planted will primarily be from the *Preferred Trees for South Central Kansas* or approved by the KFS SE District Community Forester. Proper planting techniques will be followed which includes the root flare located at the soil level. Techniques will be used to remove and prevent girdling roots. All containers, burlap, and other materials should be removed from the tree including from the root ball. Mulch will be applied 2-4 inches deep 3-5 feet from the trunk. Mulch will not be applied to form a volcano, and the root flare will be exposed. Tree protection measures will be taken especially in areas where the trees can be damaged by vehicles, mowers, string trimmers, or other hazards. The newly planted trees will be watered as directed by the *Best Management Practices for Watering Established Trees and Shrubs*. During the first year, planted trees will be watered at least weekly, if not multiple times per week depending on soil and weather conditions. The newly planted trees will be watered for at least five years.

The Kansas Forest Service will reimburse The City of Anthony once the work is completed, inspected, and invoices submitted. Multiple reimbursements can be submitted.

A final report will be produced by The City of Anthony before the final reimbursement is submitted. This final report will include GIS of where each tree was removed and planted, before and after photos of the removed and planted trees, the total number of trees removed, the total number of trees planted, total cost, amount of material generated, and the use of any forest products.

2024 KFS Community IRA Scope of Work City of Anthony

#### SPECIFIC DELIVERABLES:

Remove 50 dead/dying trees on street rights of way Plant 100 new trees on city property and rights of way

BUDGET: Total Project Budget: \$100,000.00

Detailed Budget Items by Object Class Categories	Requeste d Amount \$	Communi ty Match \$	Other Match \$	Sourc e of "Other Match"
a. Personnel	\$51,711.00			
b. Fringe Benefits				
c. Travel				
d. Equipment				
e. Supplies	\$48,289.00			
f. Contractual				
g. Construction				
h. Administrative				
i. Other				
<b>i. Total Direct Charges</b> (sum of <i>a-i</i> )	\$100,000.00			
j. Indirect Charges				
k. Totals (i + j) I. Program Income	\$100,000.00			

## Attachment 6

Notice of Award (NOA) and any additional documents



The following pages include the NOA and if applicable any additional documentation referenced throughout this Subaward.



Not incorporating the NOA or any additional documentation to this Subaward.

March 27, 2025

Cyndra Kastens City Clerk/Administrator P.O. Box 504 Anthony, KS 67003

Cyndra:

The Wayne Dennis Committee met March 26, 2025, to consider a request from the Anthony Chamber of Commerce in the amount of \$10,000.00 for the Annual Sunflower Balloon Fest.

It is our belief that they qualify for funds based on the Wayne Dennis will. Therefore we approved their request in full and are submitting it to the City for consideration.

Thank you.

Alfreda Myers Chairperson Wayne Dennis Committee

## WAYNE DENNIS FUND COMMITTEE MEETING

March 26, 2025 Bank of the Plains Hospitality Room 11:45 am

Present: Chairperson/Alfreda Myers, Susan Croft, Brad Davis, Ryan Cashier, Megan McCaslin, Veronica Larcom and Linda Francis

Items for discussion:

- 1) Clarification of the Wayne Dennis Committee guidelines
- 2) Request by Anthony Theatre for \$3475 for a new pop cooler
- 3) Report on available funds
- 4) Anthony Chamber of Commerce request for \$10,000 for annual Sunflower Balloon Fest

Alfreda called the meeting to order. She reported on her efforts to obtain clarity on the guidelines for issuing funds based on the wishes set forth in Wayne Dennis' will. She visited with Cyndra Kastens, the City Administrator, who had discussed this with the City Commissioners and the City Attorney. They were all in agreement that no funds should go to any charitable entity and that the current Wayne Dennis Committee had a good understanding of how the funds could be used. She also inquired why money had been moved to an account with Edward Jones and was being overseen by the Harper County Community Foundation. The Commission has looked into this and are taking action to move the funds back into the control of the City. Members of the Wayne Dennis Committee expressed their gratitude to Alfreda for her diligence to get the committee back in alliance with the wishes of Wayne Dennis.

Alfreda reported the current available funds are \$38,857.31.

Discussion was held on the request by the Anthony Chamber of Commerce for \$10,000 to help with expenses for the annual Sunflower Balloon Fest. It was decided that the request fell within the guidelines and benefited the Anthony community by bringing visitors and revenue into town. Susan Croft moved to approve the request and Megan McCaslin seconded the motion. Motion carried unanimously with Brad Davis abstaining due to being a member of the Chamber.

With no other business, meeting was adjourned.

Respectfully submitted 03/26/2025 by Linda K Francis, Secretary.

March 05, 2025

Dear Members of the Wayne Dennis Board,

The Anthony Chamber of Commerce is gearing up for our Annual Sunflower Balloon Fest on May 9<sup>th</sup>-10<sup>th</sup> this year. Thank you for your generous contribution last year, which played a pivotal role in sustaining this Anthony tradition. We couldn't have done it without you.

Each year, hundreds visit Harper County for this event, which fosters local pride and unity. As we plan this year's event, we request a grant of \$10,000 to help offset the expenses associated with hosting the fest, which easily exceeds more than \$25,000. This funding will be allocated primarily toward compensating the balloonists and covering the logistics of their visit to Anthony. Additionally, we are excited to enhance the festivities by incorporating new entertainment segments and children's events at the airport prior to the Saturday evening balloon lift-off.

Thank you for your continued support of community initiatives, including the balloon fest. We look forward to the possibility of partnering with you once again and I am happy to discuss any other details regarding this request. We look forward to hearing from you!

Sincerely,

.

Shelly Hansel, President

The Anthony Chamber of Commerce Board of Directors

# Anthony Municipal Hall Rental Agreement

130 E. Main Street, Anthony, KS 67003

Renter Name: Anthony Cha	mber of Commerce	Renter Ph #:	(620) 842-5456	
Event Description: Sunflower	Balloon Festival			
Date(s) of event: <u>May 9th</u>	Sta	art Time:2pm	End Time: <u>8pm</u>	
What area(s) are you renting? GY	MNASIUM BASEMENT or BO		lcohol at this event? YES & FEE REQUIRED FOR ANY ALCOHOL	and the second se
Will you be using the stage? YES	NO Using the PA System? YE	S NO Using the Bas	ement Kitchen? YES NO	I.

To rent the Hall for an event, you must complete and sign this contract, pay the fees and deposit, then pick up the key with zipper pouch on the business day prior to your event. The zipper pouch contains the east door key and an End of Event Checklist which is required to be completed at the end of your event. Once completed, return the zipper pouch with the key and the signed completed checklist in the night drop box located at the city office, 124 S. Bluff in Anthony.

The fees and deposit must be paid with this signed contract to reserve your event date. Expenses for damage or incomplete cleaning after your event will be withheld from your cash deposit. Any damages or fees exceeding the amount of the cash deposit will be charged to you as the renter.

Any request to have the fees waived must be made to and approved by the City of Anthony Governing Body before your event date can be reserved. Please call the city office staff to request to be on the agenda to present your request at the next regular commission meeting; regular meetings are on the first and third Tuesday of each month at 6p.m.

If you need assistance during business hours (M-F 8-5) please call 620-842-5434; for after-hours assistance, call 316-616-4112. <u>Please make adequate arrangements to coordinate picking up your key during business hours.</u>

### RULES:

- NO ALCOHOL MAY BE CONSUMED OR SERVED IN THE HALL WITHOUT THE APPROPRIATE, APPROVED PERMIT.
- Please do not allow people to be in the balcony area.
- Painter's tape may be used on walls, ceilings, and the floor, no other types of attachment may be used on any surface.
   This means NO duct tape, scotch tape, packaging tape, nails, staples or tack may be used.
- Any type of crafting items such as glue, paint, or other potentially staining or damaging substances must not be used without prior approval from city staff and protective drop cloth/tarping in place.
- No candles or flammable lighting/luminary lighting are allowed to be used in the Hall.
- No sand, salt or wax may be used on the floors for dancing.
- Cookware and appliances can be used, and must be returned in clean, operational conditions as found.
  - Food items found in the basement, including packaging, condiments, ingredients, etc. are property of senior meals program and not to be used by the renter.
- No pets are allowed inside the basement of the Hall.

I understand the requested rental date for my event is not guaranteed until this Rental Agreement is completed, signed, and the deposit and rent fees are paid in full. I also understand I will be charged for any damage caused during my event that exceeds the amount of the cash deposit paid. As the renter, I agree to assume financial responsibility for my event and its potential damage and will protect this rented City property to the best of my ability. By signing, I agree to the rules and terms of this agreement and certify I am at least 18 years of age or older.

Robert E. Howell	Rob Howell	February 19th, 21025
Renter's Signature	Printed Name	Date
227 W. Main	Anthony, KS	67003
Renter's Address	City, State	Zip

Item 12.

## HALL RENTAL FEES & DEPOSIT

A cash deposit is required from each renter for their event at the Hall. This deposit is refundable **IF** the Hall is left without damage or need for additional cleaning; this will be determined after inspection by city staff on the next business day after your event. The cash deposit for the basement area is \$100.00. The cash deposit for the gym is \$100.00 for a non-dance event, and \$200.00 for a dance event.

Rental fees for the Hall gymnasium and basement are assessed in hourly increments at \$20/hour for each area. For a long event where time is needed for set-up before the event, and time for the take-down of decorations, cleaning, etc., the rental fee is \$250.00 for the entire day.

If your event will have alcohol, whether served or B.Y.O.B (bring your own beverage), this requires an additional permit application that must be approved by the City of Anthony governing body and/or the City of Anthony Chief of Police prior to your event. An additional fee of \$75.00 for this permit is required once approved. Please allow adequate time to submit your application for approval at least 45 days prior to your event to be presented at a regular city commission meeting.

HALL RENTAL RESERVATION CHECKLIST - All must be completed as required before your reservation is booked.

- o Complete and signed Hall Rental Agreement submitted
- Fees and deposit paid date paid/waived: <u>Requesting a Waiver</u>
- o If requesting waived fees, the date of the regular commission meeting you will make your request at: <u>TBD</u>
- O Date you will pick up your Hall key: May 8th
- o Number of tables and chairs needed: Normal ones already set up in basement
- Alcohol permit application complete and signed? YES NO n/a
  - Date of regular commission meeting to be reviewed for approval:

## YOUR EVENT FEES DUE (\$20/hr or \$250.00/day per area):

	GYMNASIUM AREA	# of hours	fees \$			
	BASEMENT AREA	# of hours <u>6</u>	fees \$	120		
	Deposit Non-dance Event (\$100 per area	a)	deposit amount \$	100		
	Deposit Dance Event (\$200)		deposit amount \$	8	_	
	Alcohol Permit Fee (\$75.00)		permit fee S	<u>\$</u> 0	<u> </u>	
			Total Fees Due:	\$		
		Officia	al Use Only			
Depos	it Received: Date	Amount: \$				
Fees P	aid/Waived: Date	Amount: \$		Cash/C	heck:	
Alcoho	ol Permit Approved? Approved? YES	NO N/A				

City of Anthony | 124 S. Bluff, P.O. Box 504 | Anthony, KS 67003 | Ph: 620-842-5434

# Annual Sunflower Balloon Fest List of Requests to the City of Anthony

- 1. Use of the Airport from May 9th through May 11th
- 2. Request having a parade on Saturday, May 10<sup>th</sup> starting at 3pm
- 3. Request a sound permit for microphone and speakers during the downtown parade
- 4. Request a sound permit for microphone and speakers at the airport for the live band and announcers trailer
  - a. May 9<sup>th</sup> 5-8pm
  - b. May 10<sup>th</sup> 5a-9pm
- Waiving the fees for use of the Municipal Hall Basement on May 9<sup>th</sup> for the Balloon Fest Mixer 2-8pm
- 6. Close the first half of the block on North and South Bluff, and South Kansas, from Main Street to the alley.
- 7. Close North Jennings from the drive of Larry's Hometown Market to Steadman for the food court.
- 8. Request at least # traffic cones and # of barricades at the airport.
- 9. Request waving temporary food vendor permit fees for those that qualify.

z  $\succ$ z  $\succ$ compaction testing - \$800, grain size testing - \$800, attenherg tests - \$600, moisture tests (25 proctors, \$250, 1 per foot below grade assume 5 ft below grade average - \$300); no bypass one per mile) + analysis hours (10 hours per month) trenching); CCTV (\$40k for entire line); testing (1 day \$4k per day for trenching equipment (3 days of pumping \$54,000.00 \$5,976.00

**Destructive?** Disruptive?

**Description of Cost** 

Cost

Tests For

Description

Test

z

z

QA/QC. This accounts for the unknowns/risks of the system

\$23,000.00

Investigation Alternative C (Effects from hospital lift station), D (Cla-Val

Operation)

then evaluate alternatives (valve installation, surge tanks, modify pump operations) to mitigate issues. Transient modeling can replicate field conditions

**Transient Model** 

additional (10) hours for

100 hours for design with

logger, per month, assumed at

Renting loggers (\$500 per

Place additional pressure monitors along the pipe (in addition to the 2 permanent pressure sensors that Investigation Alternative C (Effects from addition to the 2 permanent pressure any transient hospital lift station), D (Cla-Val

are now operational) to better capture any transient pressure waves (i.e. water hammers) or other

Pressure Monitoring

pressure changes.

Operation)

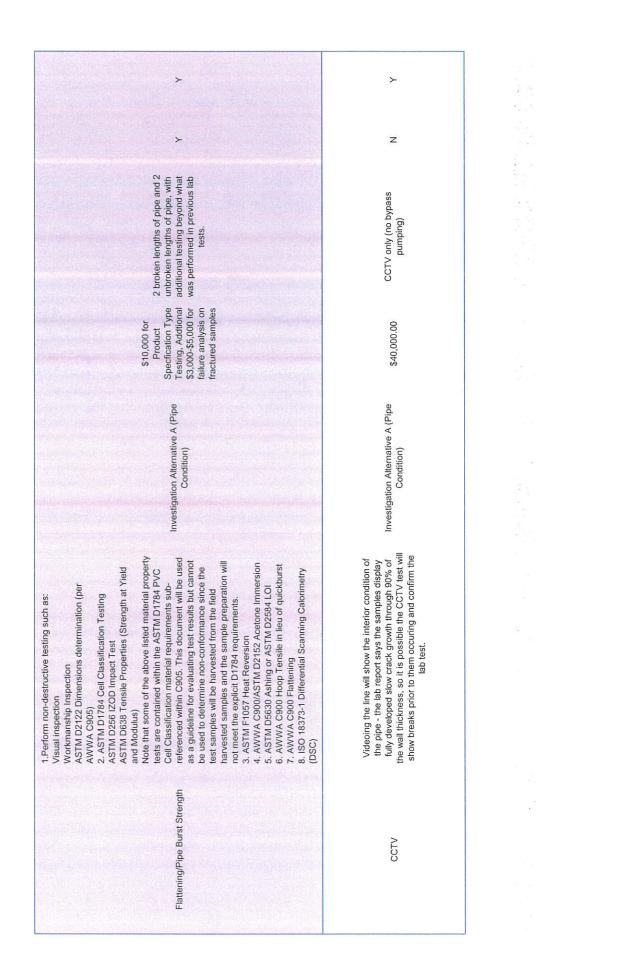
Trenching along areas of the water main that have Investigation Alternative B (Construction not broken since installation will help reveal the Methods), Investigation Alternative E condition of the backfill and bedding along the pipe's (Effects from Seismic Activity)

alignment.

Geotech - Trenching to Investigate

Bedding

43



Criteria	Weight -100%	Transient Model	t Model	Additional Pressure Sensors	Pressure	Geotech –	Geotech – Trenching	Lab Tests on Pipe	on Pipe	CCTV	TV
		Scale	<u>Total</u>	Scale	Total	Scale	Total	Scale	Total	Scale	Total
Likelihood of Determining Failure	30%	Э	0.9	3	0.9	4	1.2	2	0.6	2	0.6
Disruptive vs. Non- Disruptive	30%	4	1.2	ю	0.9	3	0.9	2	0.6	2	0.6
Destructive vs. Non- Destructive Testing	20%	4	0.8	4	0.8	3	0.6	- -	0.2	3	0.6
Cost of Testing	20%	с С	0.6	4	0.8	1	0.2	2	0.4	2	0.4
Total	100%	14	3.5	14	3.4	11	2.9	7	1.8	6	2.2

## Standard Operating Procedures Manual Maintaining Your Lead Service Line Inventory

## City of Anthony, Kansas

Created in Cooperation with JEO Consulting Group

Date: March 27, 2025

## **Purpose**

To develop streamlined standard operating procedures (SOP) for maintaining and enhancing the records of both publicly and privately owned components of the water distribution system for the City of Anthony. The goal is to:

- Meet the inventory requirements of the Environmental Protection Agency's (EPA) Lead and Copper Rule Improvements (LCRI) efficiently.
- Maintain an accurate record of the City of Anthony service area for publicly and privately owned water service lines.
- Support future replacement efforts for service lines that contain inadequate or prohibited material types.
- Protect City of Anthony customers and the public from unhealthy materials in the public drinking system.
- Reduce the risk of regulatory action under the LCRI by ensuring that the City of Anthony inventory is kept up-to-date and accurate.

## Definitions

- EPA U.S. Environmental Protection Agency
- **GRR Galvanized Requiring Replacement**
- JEO JEO Consulting Group
- KDHE Kansas Department of Health and Environment
- LCRI Lead and Copper Rule Improvements
- PWS Public Water System
- SOP Standard Operating Procedure

## Requirements

In 2024, the EPA promulgated the LCRI, requiring the City of Anthony to inventory and maintain records of their service area to determine any remaining lead or lead-contaminated galvanized service lines still in operation.

## Key Requirements of the LCRI:

- Maintain an updated water service line inventory, initially submitted by JEO on behalf of the City of Anthony to KDHE on October 16, 2024.
  - EPA requirements for the inventory include the public & private service line materials, along with the gooseneck or connector material.
  - KDHE requires information on water main materials, installation dates of many system components, primary and secondary plumbing materials within a structure, a point of use or whole structure filtration system, and whether the address will be used for a water quality testing site related to lead and copper levels in the City of Anthony distribution system.
- Ensure the water service line inventory is publicly accessible for viewing.
  - The City of Anthony will make the inventory accessible to the public by:
    - Providing a paper copy, updated annually accessible at City Hall located at 124 S Bluff, Anthony, KS 67003.
- Notify customers whose service line has been identified as needing replacement and the community at large, when a publicly available service line replacement plan is created.

### U.S. EPA Objectives of LCRI:

- Replace 100% of lead and GRR service lines within 10 years from the compliance date of the LCRI 11/1/2027.
- Improve and better inform the existing tap sampling program required by targeting locations of known lead service lines for compliance sampling.
- Lower the overall Lead Action Level to 10 ppb for public water systems.
- Implement Tier-1 customer notifications for instances when Lead Action Levels exceed the maximum threshold. (Tier-1 requires 24-hour notification to residents of ALL exceedances of 10ppb)

### Scope of This Plan

This plan combines national best practices with local operating procedures or standard operating procedures (SOPs) for maintaining, improving, and submitting Lead Service Line Inventory reports to KDHE.

**Roles and Responsibilities** 

JEO Consulting Group

- Author, review and refine the SOP template for local adaptation.
- Co-creator of the PWS-specific SOP, in consultation with the City of Anthony.
- Submit finalized SOP to KDHE.

## Kansas Department of Health and Environment (KDHE)

- Review and retain the customized City of Anthony SOP on record.
- Receive and retain any updates to the PWS SOP.

## **City of Anthony**

- Work in coordination with JEO to complete the customized PWS SOP document.
- Implement these procedures, ensuring compliance.
- Update the inventory as required by KDHE and the EPA.
- Update the PWS SOP document as needed and resubmit SOP document to KDHE.

## **Public Water System Personnel**

- Manage inventory and submit regular updates to KDHE.
- Ensure that SOP document remains updated as City of Anthony processes and procedures evolve.
- Submit updated SOP document to KDHE.
- Key personnel may include but are not limited to:
  - City Administrator
  - Water Department Head
  - Water Operator
  - Other relevant PWS roles

## Asset Management System, Documentation, and Storage Protocol

- Use a GIS-based inventory system to maintain and update LCRI (PWS inventory) records of operational privately owned water service lines material type and publicly owned water service lines. GIS-based map will track record of such data and shall be updated no less than annually. The GIS-based asset management system data will be regularly exported for backup storage purposes.
- Data to be used in this inventory system will be compiled by JEO and shared with the City of Anthony for integration into the asset management system for the original lead service inventory submission. It shall be compiled by the City of Anthony thereafter.

 PWS to maintain water meter service request records which will be utilized for updating the GIS asset management system (Lead Service Line Inventory) no less than annually, with the first resubmission taking place in October 2025.

## Policies

## 1. New Development & Redevelopment

- New Development: Require submission of water distribution system plans and records to be incorporated into PWS Asset Management System. Require submission of Water Service Application and Building Permits for new development and construction during the permitting stage of the designated project.
- Redevelopment: A Building Permit and/or Plumbing Permit will be required for redevelopment of designated properties. Applicant will be required to report existing water service line material type for verification of the presence of lead service lines.

## 2. Utility Service Applications

 All customers requesting water service will fill out the Utility Service Application, which requires reporting of water service line material type entering the structure.

### 3. Public Water System Improvements

 Engineering designs and construction plans for water systems must be submitted to the City of Anthony for review prior to construction starting. Any exposure of lead or lead-contaminated service lines (GRR) must be reported by the hired contractor if found during construction and must be included in the City of Anthony Asset Management System (LSLI).

### 4. Plumbing Applications

 Repair or replacement of private water service lines will require Plumbing Permit Application and the reporting of existing material type.

## 5. Water System Maintenance

 The City of Anthony maintenance team will report the presence of any discovered lead materials using the Service Record and will add such line information to the inventory. The city will also provide proper notification to customers when lead lines are discovered. Strengthening the City of Anthony Water Service Line Inventory leads to a more efficient and cost-effective replacement program and a healthier community and water system. Early identification and replacement of lead lines will reduce the need for further regulatory actions and testing requirements.

## **Upcoming LCRI Requirements:**

• Develop a Service Line Replacement Plan, including strategies for identifying unknown service lines, customer notifications, and prioritizing lead and galvanized requiring replacement lines and replacements for disadvantaged populations.

Approved by the Anthony City Commission - April 1, 2025

Mayor Gregory Cleveland

City Administrator Cyndra Kastens

# Health Reimbursement Arrangement

DEDUCTIBLE CLAIMS:		
EMPLOYEE ONLY COVERAGE		
Covered Expenses: After a \$1,500 medical de	eductible as listed on the medical summary is rea	ched, the plan will reimburse \$750.
CLAIMS	REIMBURSEMENT RATE	
\$0.00 - \$1,499.99	0%	
\$1,500.00	\$750.00	
EMPLOYEE+ COVERAGE (Employee + Spo	ouse; Employee + Child(ren); Family)	
Covered Expenses: After a \$3,000 medical de end of the plan year the \$3,000 medical dedu deductible individually, the plan will reimburse	eductible as listed on the medical summary is reactible has not been met but one covered person t one person \$750.00.	ched, the plan will reimburse \$1,500. If at the he Employee+ plan did meet \$1,500 medical
CLAIMS	REIMBURSEMENT RATE	
\$0.00 - \$2,499.99	0%	
\$3,000.00	\$1,500.00	
OUT OF POCKET CLAIMS		
EMPLOYEE ONLY COVERAGE		
Covered Expenses: After a \$6,350 medical O \$1,850 less deductible already paid.	ut of Pocket maximum as listed on the medical su	ummary is reached, the plan will reimburse
Claims	Less Deductible Paid	Reimbursement Rate
\$0.00 - \$6,349.99		0%
\$6,350	\$1,850.00 - \$750.00 =	\$1,100.00
EMPLOYEE+ COVERAGE (Employee + Spo	ouse; Employee + Child(ren); Family)	$(-1)^{-1} = \frac{1}{2} \sum_{i=1}^{n} \chi_{ii} \sum_{i=1}^{n} \frac{1}{2} \sum_{i=$
\$3,700 less deductible already paid. If at the e	It of Pocket maximum as listed on the medical su end of the plan year the \$12,700 medical Out of F Out of Pocket individually, the plan will reimburse	Pocket has not been met but one covered persor
ble already paid.		
ble already paid.	Less Deductible Paid	Reimbursement Rate
ble already paid.	Less Deductible Paid	Reimbursement Rate 0%
ble already paid. Claims	Less Deductible Paid \$3,700.00 - \$1,500.00 =	
ble alreadý paid. Claims \$0.00 - \$12,699.99 \$12,700.00		0% \$2,200.00
ble alreadý paid. Claims \$0.00 - \$12,699.99 \$12,700.00	\$3,700.00 - \$1,500.00 =	0% \$2,200.00



Item 19.

# Farm & Ranch Hand Customer Appreciation Steak Feed Invitation April 24<sup>th</sup>, 2025 @ 6:00 p.m. Must RSVP by April 17<sup>th</sup>.

## **CONSENT AGENDA**

- 1. Approve Regular Meeting Minutes of April 1, 2025
- 2. Appropriation Ordinance No 3212 \$238,216.52
- 3. Special Appropriations

Fund #47 Wildlife & Parks - EBH \$5,000.00 - Engineering Trail Grant NRT 2023-1

Fund #34 Capital Airport - EBH \$4,578.90 - Design, Survey, GIS AWOS/Beacon AV 2023-17

Fund #12 Airport - EBH \$22,680.00 - Design Taxiway 3-20-0002-16

Fund #12 Airport - EBH \$20,228.84 - Design/Post AGIS Turf Runway Rehab 3-20-0002-015

- 4. Approve 04.08.2025 Payroll \$58,948.11
- 5. Approve to Bid Material and Equipment to Perform Crack Fill (Street Sealing Prep)
- 6. Approve Recommendation to Appoint Peter Bartly to the ID/Eco Devo Board to Fill Vacancy Expiring 2028

## **PUBLIC HEARINGS - NONE**

## REGULAR BUSINESS

7. Approve Taxiway Bid Project# 3-20-0002-016 Contingent Upon FAA Approval

Darin will be here to present the bid tab for the rehabilitation of the taxiway at the airport.

8. City Insurance Discussion - Scott Strong, Strong's Insurance

Scott is just attending to answer questions and communicate with the Commission on the EMC insurance dissatisfactions. I believe he may also be presenting the dividend check.

9. Approve KFS Community IRA Grant Agreement Subaward No. A24-0081-S006 \$100,000

The federal freeze on the tree board grant has also been lifted. Unfortunately, we likely missed the chance to get reimbursed for the cost to remove trees this year because we had to proceed with tree removal before the freeze was lifted. The grant runs for 2 years though so we can hopefully get assistance on the cost for next year's trees. The grant agreement is attached for formal approval. For convenience, here is a summary of the scope of the grant work:

# Re: City Clerk/Administrator Report 4/15/25

Remove 50 dead or dying trees. Stumps are cut low and ground below ground. Replant 2 trees for every 1 removed. Trees must be watered 1-2 times weekly for the first year, must be watered for five years. The final report must include GIS of where each tree was removed and planted, before and after photos of the removed and planted trees, total number of trees removed, total number of trees planted, total cost, amount of material generated, and the use of any forest products.

10. Approve Wayne Dennis Committee Recommendation to Award \$10,000 to the Anthony Chamber for 2025 Balloon Fest

11. 2025 Balloon Fest

The Chamber will be here for the annual request list for the Balloon Fest. I will also want to discuss some legal FAA permitting requirements for the activities.

12. Approve to Release to Bid Street Sealing as per 2025 Street Capital Operation Plan

This is just to go out to bid for the chip seal for 2025 according to the street plan. I will have a map at the meeting to confirm the bid areas and any discussions you might want to have included in the bid.

13. Approve to Bid Engineering Tests for 16" Water Main

I will explain this request. Formally, I need to get permission to bid out these testing contracts. We have had many discussions over what exactly to test. I will explain more at the meeting. There is an attached sheet for reference.

14. Approve Lead Service Line Inventory Standard Operating Procedures Manual

This is one of the next steps required by the Lead and Copper rule. This is the SOP that EPA is requiring that must be approved.

15. HCHF Community Project Discussion

I will explain this more at the meeting.

16. HRA Clarification Discussion

*I will need to consult with the Commission for clarification on the interpretation of the Out of Pocket portion of the HRA plan.* 

17. Land Bank Meeting

This was the next item on the housing plan objectives the Commission put together 3-4 years ago, but it was tabled until last because the other items were very time consuming and had more recent grant deadlines. Those projects (Sunrise, CDBG, Demolitions, etc.) are certainly not complete and still require quite a bit of work but we are receiving several calls of public interest on the land bank topic (including interest from our City ID/Eco Devo Board) and the City of Harper, Attica, and Harper County are all gearing up to investigate creating a Land Bank, so now seems a logical time to join the conversations and bring this topic to the front. We can discuss this more at the meeting and you can redirect me if you do not want to participate at this time. If you want to proceed, I will be asking the Commission if your

# Re: City Clerk/Administrator Report 4/15/25

schedules are available for a joint special meeting to be held at PHC on Wednesday April 30<sup>th</sup> at 6:30 p.m. where Julie Lyon (Experienced Land Bank Presenter) whom Tiffany and I have asked to come speak directly to our governing bodies, has agree to come answer questions and explain more about how they work. Attica and Harper County will also be invited if you approve. Again, we can talk more at the meeting, just giving you heads up.

Admin Report:

- 1. EPA Technical Assistance & HB 2302 Much work continues on this project as we have held a few weekly meetings to attempt to keep on the modified schedule. We are ready to bid out the testing components needed for the engineers to draw further conclusions. This is on the agenda so we will discuss this during the meeting.
  - 2. KCC-40101d Grant Waiting patiently for KMEA to get here so we can get a materials list developed and permission to bid out. This is the first step in this process. I have reached out again and we are in the process of scheduling a date for this work. I also completed the required quarterly report for this period.
  - 3. KHRC I attended the Housing Resources meeting on March 25<sup>th</sup> with KHRC. This is the entity that we have our KHITC grant from and almost applied for the MIH grant. At this meeting I am reminded again of all the programs that are available if we had a Housing Specialist in Harper County. If you recall, the Housing Assessment Committee identified this as one of the top three needs due to the missing link needed to connect local citizens to all the housing programs that currently exist and aid them in applying for the programs. This is still a need, and this meeting was a reminder that the priority identified and reported to the Commission as a need is one, we don't want to let die due to the aid it could provide for our citizens.
  - 4. 2025 Audit Jamie and I have been working on the audit the last few weeks. I believe we are close to completing the requested items. It will be a few weeks before the audit is complete and ready to present.
  - 5. CCLIP FY28 (East Main) The application was submitted to KDOT and they have already contacted the city to schedule the site meeting for late May. This means I will be coming to the Commission at one of the May meetings to discuss what match percentage we want to commit prior to that meeting.
  - 6. Power Plant Soil Contamination I submitted the application for the Petroleum Storage Tank Release Trust Fund. They requested additional information before proceeding with the application. I am trying to gather that now.

Item 19.

# Re: City Clerk/Administrator Report<sup>└</sup> 4/15/25

- 7. KDOT Jet-A Application The application is still being reviewed but I was contacted by KDOT asking if the city wanted to instead consider a smaller or even portable tank instead of the 10,000-gallon tank requested since many cities are seeing this fuel go stale. If you recall, we had a great discussion about this very concern at the airport board meeting before Darin reported their recommendations to the city commission. Portable tanks do not work off credit card machines and since ANY is unmanned, that would not work for us. I told KDOT the reason we elected for the larger tank size (due to semi load deliveries and the local guaranteed usage of at least 4,000-5,000 gallons by one local plane) but also indicated that having any Jet-A would still be a blessing to us so we would consider alternate sizes. We will see what happens with the competitive funding. That was all they needed for now.
- 8. KRWA I attended the lead sessions of KRWA since Matt could not due to taking his wastewater operator's exam, which he passed!!! I took over 10 pages of notes on our digital notebook with lots of deadlines and new updates on the Lead and Copper rules from EPA.....and then.....all of my notes got wiped out. I will need to take a minute to look over handouts to refresh to report accurately but basically EPA is going to make us confirm the private lead lines at a certain pecent of inventory per year. In addition, the new PFAS requirements are coming but the mandates will be based upon our test results, that is the first step. KDHE is getting a grant to somehow pay for our first year of required quarterly testing. Once they have the results, they will inform Anthony what our requirements will be. More to come on all of this.
- 9. CDBG Housing Grant In total for the next round inspections is 408 E Main, 411 S Lincoln, and (DEMO) at 124 S Springfield. The SCKEDD inspector will be in Anthony this week and is hoping to do those two inspections while he is there. Once inspected and he has the list of items for rehabilitation, we can start to bid out this work. We still need more applications. Of the applications we have, only 411 S Lincoln was new. I shouldn't say only that it is very positive that we did get another application from our round of mailers that we sent to the target area. We will need to keep trying to reach folks though. I don't have time right now, but I had Melinda add it to her calendar to revisit in a few weeks to determine what our next approach will be. Anyone know anyone personally that lives in that area and wants to reach out to them? It's a free \$25,000 worth of work!
- 10. AWOS Atlas is scheduled to be at the airport this week to install the AWOS system. This is exciting!
- 11. Kayak Building Still nothing from our insurance company but there is a delivery date of April 23<sup>rd</sup> scheduled.
- 12. Wrecked Deweze Mower Final verdict from EMC, they will still cover the mower for liability only insurance. Therefore, the trigger has been pulled to keep the mower and accept the lower claim amount of \$9,438. I have asked Matt to get parts ordered so we can get the mower repaired and working.

- 13. Employee Health Benefits Training As we mentioned during the health renewal, we are hosting a training session for all city employees on the city's health insurance with representatives from BCBS and HUB to explain all the benefits that are available through our insurance plan as well as answer any questions about how the deductibles, co-insurance, prescription coverages etc. all work. Spouses are also invited to attend if they wish. This will be held April 22<sup>nd</sup>.
- 14. Boat Ramp As the temperatures have started changing so the use of the lake is starting to become a little more active. As you know, from the time construction was complete we have received reports of the boat ramp being constructed incorrectly. These reports continue. Larry and I have met with the contractor to discuss a plan for correction. This will start with taking some elevations and then reviewing them with outside professionals to discuss the next steps.
- 15. Harper County Health Foundation Lori Wilson, Project Manager for HCHF, reached out to the city and the rec to request if we would be interested in participating in a conversation regarding the construction of a county-wide swimming pool. The idea came from an HCHF strategic planning session, and I believe at this point they are just looking to have a conversation to gauge interest from partners in the county. I have agreed to attend a preliminary meeting to gather details and then report back to the Commission to gauge your interest level. There are a lot of questions about this topic. At this point, Anthony has made no commitment to the project but has agreed to attend a planning meeting. I have this on the agenda because I wanted to gauge the Commission interest and update you on the grant proposal.
- 16. Power Plant Soil Contamination Compliance I have submitted the Petroleum Storage Tank Release Trust Fund Application through the KDHE BER. This application was late, but KDHE did not indicate I could not still submit it so, I did. Now we wait to see if they will provide technical and funding assistance for the required remediation at the plant from the fuel spill back in 2010 that magically resurfaced on their books in 2024.
- 17. ID/Eco Devo Board The board met on April 8<sup>th</sup>. I shared the information regarding signage as per zoning. They are going to work on some sign drafts. In addition, we have decided to prepare a list of commercial properties and their status to have available when we have inquiries for economic development purposes. Currently, when we have a caller, we are all trying to determine what structures are available for sale, or who would consider a lease, etc. We would like to have this more readily available. They Board has agreed to work on this.
- 18. Lake Board The lake board has been very active working on a replacement for the bathroom at Campsite A. They have obtained some estimates for some prefabbed concrete facilities that Wildlife and Parks uses. They are also looking at stick-built possibilities. They were going to come to this commission meeting in order to try to make a Patterson Family Foundation Grant deadline but it will take a little longer to get all the final numbers together for a budget and they will want to review some of the construction type options with the Commission first as well so

they are not on this agenda but look for them to be coming in the next month or two to maybe catch the 2<sup>nd</sup> round of the grant which is in July. They are working hard.

I have also tasked the Lake Board with recommending some upgrades to the city's website on the lake page. They would really like to see this be more attractive, maybe even a stand alone landing page just for the lake. More to come on this.

19. Employee Uniforms – After several years of waiting for our Unifirst Contract to finally end, we are approaching the finish line. This company has been a huge dissatisfaction providing dirty, damaged clothing after laundering, on a regular basis. The uniforms themselves (shirts) are always odorous with stenches of products we don't even use in Anthony (uniforms from various customers are all washed together at the main company). In the first several years we filed complaints with the company on a routine basis but there has not been a satisfactory resolve. We had to wait for the 2<sup>nd</sup> term of another three-year contract to end before we could take alternate action because we missed the deadline to provide the required written notification for the last contract renewal, which had to be submitted 90 days prior according to the terms of the contract. We did not miss this time and have written submitted official notice that we will be ending the contract. Now, we will have to make decisions on how to proceed from here. Office staff are working on a revision to the uniform policy and the guys are working on suggested clothing to switch to. We will report back once we have options and pricing to handle uniforms differently moving forward.

To: Anthony City Commission

From: Kenny Hodson

Re: Chief of Police report

Date: 04-15-2025

I attended a LEPC meeting at the Health Department and we went talked about several items including an upcoming tabletop tornado exercise.

I attended a MDT meeting at the police department.

We investigated an arson and theft case in the 500 block of S. Kansas.

We investigated a verbal disturbance in the 300 block of N. Kansas.

We investigated a burglary and theft in the 400 block of north Anthony.

We investigated a burglary and theft in the 500 block of north Franklin.

We investigated an unattended death in the 800 block of north Lincoln.

## Department Reports 4.4.2025

## **ELECTRIC DISTRIBUTION**

Tickets, locates Quoted new electric service at 230 NW 10 Ave Repaired broken material in west rural Cut down trees on list Report of outage at 114 E Main caused by wildlife Replaced rotors and pads on truck #2 Report of outage at 812 SE 90 Ave, no problem found

## POWER PLANT

Rounds

## STREET

Cut trees on N 5<sup>th</sup>, N Bluff, N Springfield, N Kansas and E Spring Picked up tree limbs in town Pushed up tree pile at east site Mowed east burn site Worked on floor at the shop

# WATER/WASTEWATER

Rounds, tickets, locates Pool plumbing and cleaning Finish discharging Check meters EPA/TA meeting with Gary Cleaned shop

## Department Reports 4.11.2025

## **ELECTRIC DISTRIBUTION**

Tickets, locates Cut down trees on tree list. Replaced siren batteries on West Hays. Installed water pump in lake for Golf Course. Attended Heartland Metering Conference. Report of outage on N. Springfield. Cause from wildlife.

## POWER PLANT

## Rounds

Guys have been keeping up service work on cop cars and fire trucks.

Meter readings and training BD to be backup person to NC.

NC went up to meter school to gather information on AMI meters for a future project. Had a few days where SPP stepped up grid reliability issues because so many base load units are down for maintenance and the wind has been really unreliable.

Been spending a tremendous amount of time picking up limbs with all the dead trees and the wind lately. Mowing and more mowing at the lake and the power plant.

Been trying to control stickers at the dog park , work in progress for sure.

Got the volleyball courts and swimming area sand all tilled up nicely and nets hung up for the summer.

Had some maintenance issues in the containment pits in the 138 substation and will be getting that fixed back normal soon.

Normal maintenance at the plant and substations, training and non stop mowing.

## STREET

Grading Mowing Ran sweeper on Garfield and S Anthony Cut trees on N Lincoln, N Franklin, N Springfield, W Ironton, S Madison

## WATER/WASTEWATER

Rounds, tickets, locates Work on pool plumbing and cleaning Prime McDonalds lift station Meeting with engineers