



City Commission Regular Meeting

Tuesday, December 06, 2022 at 6:00 PM
Commission Chambers, 124 S Bluff, Anthony, KS 67003

AGENDA

OPENING

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

PUBLIC COMMENT

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

CONSENT AGENDA

1. Approve Regular Meeting Minutes from November 15, 2022
2. Special Appropriations:
 - Fund #79 Sewer Imp - EBH \$2,150.00 Construction Inspection and Engineering Cell One
 - Fund #30 Mun. Eq. Fire - Weis Fire \$4,378.90 Assessment Costs for Elect Probs on Rescue Truck
3. Appropriation Ordinance No #6124 \$210,446.84
4. Approve 11.22.2022 Payroll \$112,592.45
5. Approve Christmas Bonus Payroll \$3,235.15
6. Approve 12.06.2022 Payroll \$60,117.35
7. Approve SLRF Drawdown #11 WWTF Cell 1 Repair C20-3005-01 \$2,150.00

PUBLIC HEARINGS - NONE

REGULAR BUSINESS

8. Approve FY24 Airport CIP - Darin Neufeld
9. Approve EBH Turf Rehabilitation Contract - Darin Neufeld
10. Approve EBH AWOS & Beacon Contract for KDOT AV-2013-17 Grant - Darin Neufeld

11. Salt Plains Outfitters Development - Grant Wisenbaker
12. **UNTABLE - PRIDE Fundraiser Use of Municipal Hall and Waiver of Fees Feb. 3rd & 4th. - Autumn Kloefkorn
13. Municipal Hall Event Insurance
14. Open Bids for Police Department Paint Renovation
15. Compensation Study

STAFF REPORTS

[16.](#) Administrator Report

[17.](#) Chief of police report

EXECUTIVE SESSION - NONE

ADJOURNMENT

Standing Committees:

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



City Commission Regular Meeting

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

MINUTES

OPENING

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

PRESENT

Mayor Greg Cleveland
Commissioner Sherrie Eaton
Commissioner Jan Lanie

City Administrator Cyndra Kastens, Police Chief Kenny Hodson, City Superintendent Randy Moore, Emily Ushamba, Cheryl Adelhardt and Naaman Clark

ABSENT

Commissioner Kenny Hodson Jr.
Commissioner Eric Smith

- Approval of Agenda

A motion was made to approve the agenda.

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

PUBLIC COMMENT

There was the introduction of new employee Emily Ushamba as the Administrative Assistant of Utilities.

CONSENT AGENDA

2. Approve Regular Meeting Minutes from November 1, 2022
3. Approve 11.08.2022 Payroll \$50,566.14
4. Appropriation Ordinance No. 6123 \$250,766.61
5. Approve KDHE Construction Completion Certificate C20-3005-01 WWTF Cell 1 Repair

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

Motion made by Commissioner Lanie, Seconded by Commissioner Eaton.

Voting Yea: Mayor Cleveland, Commissioner Eaton, Commissioner Lanie

PUBLIC HEARINGS - NONE

REGULAR BUSINESS

6. *6:00 p.m. - RFQ Opening Airport Consultant Services

One bid was received for airport consulting services from EBH Engineering. After reviewing the proposal, a motion was made to approve the RFQ for Airport Consultant Services with EBH & Associates Engineering.

Motion made by Commissioner Eaton, Seconded by Mayor Cleveland.

Voting Yea: Mayor Cleveland, Commissioner Eaton, Commissioner Lanie

7. PRIDE Fundraiser Use of Municipal Hall and Waiver of Fees Feb. 3rd & 4th. - Autumn Kloefkorn

A motion was made to table the PRIDE Fundraiser use of Municipal Hall and waiver of fees for Feb 3rd & 4th.

Motion made by Mayor Cleveland, Seconded by Commissioner Eaton.

Voting Yea: Mayor Cleveland, Commissioner Eaton, Commissioner Lanie

8. HPCO Growth Initiative - Cheryl Adelhardt, HP CO Rural Champion

Cheryl Adelhardt, HPCO Rural Housing Champion, was present to discuss the progress on the rural housing project to date and the upcoming steps to complete the local Housing Assessment and develop the Housing Playbook for Harper County.

9. Approve Submission of Recreational Trails Grant for the Anthony Lake Trail

Administrator Kastens presented the application for the Recreation Trails Grant for the new walking path from town to Anthony Lake. A motion was made to approve the submission of the Recreational Trails Grant for the Anthony Lake Trail.

Motion made by Mayor Cleveland, Seconded by Commissioner Eaton.

Voting Yea: Mayor Cleveland, Commissioner Eaton, Commissioner Lanie

10. Utility EBill and Auto Pay Promo Program

Administrator Kastens presented a promotional campaign to encourage customers to utilize the Ebilling and Auto Pay programs. The campaign would allow a one-time \$5 credit toward their bill for each service signed up for and a chance to win a \$100 credit if a customer signs up for both. The Commission approved the campaign as presented. Information will go out in the billing mailed toward the end of December.

11. Compensation Study

Administrator Kastens updated the commission on the direction of the short-term disability discussion seeking guidance on the type of benefit sought. Since additional information will still be necessary prior to final decisions and adoption of all the changes from the compensation study, the Administrator asked the commission to commit to honoring the additional on-call pay for employees that work unscheduled on-call weeks in the interim while final decision is still being made on the compensation/benefit study. A motion was then made that once the compensation study is decided we will retroact the additional \$200 compensation for extra on-call weeks worked effective October 31st, 2022, to current.

Motion made by Commissioner Eaton, Seconded by Mayor Cleveland.

Voting Yea: Mayor Cleveland, Commissioner Eaton, Commissioner Lanie

12. Dangerous Structure Resolution No. 1104 301 N. Bluff Shaffer Drosselmeyer 2022

RESOLUTION NO. 1104

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF ANTHONY, KANSAS, AT WHICH THE OWNER, HIS OR HER AGENT, LIENHOLDERS OF RECORD, OCCUPANTS AND OTHER PARTIES IN INTEREST OF STRUCTURES LOCATED WITHIN SAID CITY AND DESCRIBED HEREIN MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS OR UNSAFE STRUCTURE.

WHEREAS, the enforcing officer of the City of Anthony, Kansas, did on the 15th day of November, 2022, file with the governing body of said city, a statement in writing that the structure, hereinafter described, is dangerous or unsafe.

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

That a hearing will be held on the 3rd day of January, 2023, before the governing body of the city at 6:00 p.m. at City Hall, 124 S Bluff, Anthony, Kansas 67003 at which the owner, his or her agent, any lienholders of record, any occupant and any other parties in interest, as that term is defined by law, of the structure located at:

All of Lots Ten (10) and Eleven (11), in Block Nine (9), in the City of Anthony, as shown by the recorded plat thereof, EXCEPT the East Fifty (50) feet thereof; together with easements reserved therein in General Warranty Deed dated August 3, 1950, and recorded in the office of the Register of Deeds of Harper County, Kansas, in Book 76, Page 257, which said easements are hereby conveyed to second parties.

301 N. Kansas
Anthony, KS 67003

may appear and show cause why such structure should not be condemned as a dangerous or unsafe structure and ordered repaired or demolished.

BE IT FURTHER RESOLVED, that the City Clerk, or designated representative, shall cause this resolution to

be published and shall give notice of the aforesaid hearing in the manner provided by law.

Adopted this 15th day of November, 2022.

A motion was made to approve Resolution No. 1104-301 N Kansas Shaffer Drosselmeyer.

Motion made by Mayor Cleveland, Seconded by Commissioner Lanie.

Voting Yea: Mayor Cleveland, Commissioner Eaton, Commissioner Lanie

13. COA Christmas Party and Bonuses

A motion was made to approve the City of Anthony Christmas Party on Friday, December 16, 2022 and Bonuses of \$100 for each employee.

Motion made by Commissioner Eaton, Seconded by Commissioner Lanie.

Voting Yea: Mayor Cleveland, Commissioner Eaton, Commissioner Lanie

STAFF REPORTS

14. Administrator Report

The Administrator provided a written report on Lineman Intern, Renovation/Remodel, BASE Grant, Electric Charging Station, Rural Champions Grant, Lake Board, Board Report-Anthony Recreation and other department activities.

15. Chief of Police report

We are investigating a theft by scam

We arrested Kimberly Davidson on a warrant

We investigated a theft of a welder in the 400 block of N. Mass

We investigated a burglary and theft of a pickup in the 1000 block of industrial road

We investigated one minor traffic accident

EXECUTIVE SESSION - NONE

ADJOURNMENT

A motion was made to adjourn the meeting.

Motion made by Mayor Cleveland, Seconded by Commissioner Lanie.

Voting Yea: Mayor Cleveland, Commissioner Eaton, Commissioner Lanie

Gregory Cleveland, Mayor

Cyndra Kastens, City Clerk/Administrator



Weis Fire & Safety Equipment, LLC.
111 E. Pacific Ave
Salina, KS 67401
(785) 825-9527 Fax (785) 825-9538
www.weisfiresafety.com

230589 ~~30-00-3803~~
~~01-03-3040~~ 30-01-2027
"electrical issues"
"do rescue Areas Elect Probs"

Item 2.

Invoice

Date	Invoice #
11/22/2022	189043

Bill To
ANTHONY FIRE DEPT ATTN: DONNA CROW 124 S BLUFF ANTHONY, KS 67003

Ship To
E-MAIL _____

PLEASE CHECK ALL INFORMATION AND MAKE ANY CORRECTIONS. PLEASE INCLUDE YOUR E-MAIL ADDRESS IF YOU WOULD LIKE YOUR INVOICES EMAILED TO YOU. THANK YOU.

Please return top portion with your payment

Terms	P.O. Number	Due Date	Rep	Invoice #	Work Done By	Ordered By
NET 10		12/2/2022	29	189043	77	
Quantity	U/M	Item Code	Description		Price Each	Amount
1		RD22-1270 AN...	ELECTRICAL ISSUES		4,378.90	4,378.90

RECEIVED
NOV 28 2022
By _____

THANK YOU FOR YOUR BUSINESS.

We appreciate your business and promptness in paying within our terms. If you have any questions regarding this invoice, service or products we provide please do not hesitate to call or email us.

Apparatus Sales: candace.m@weisfiresafety.com
Sales: sales@weisfiresafety.com
Muni Service: terry.b@weisfiresafety.com
Accounts Receivable: ar@weisfiresafety.com

REMIT TO:
Weis Fire and Safety
PO Box 75491
Chicago, IL 60675-5491
(785) 825-9527

Subtotal	\$4,378.90
Sales Tax (0.0%)	\$0.00
Total	\$4,378.90
Payments/Credits	\$0.00
Balance Due	\$4,378.90



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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

November 29, 2022

Project No: R4032.1

Invoice No: 14200

Project R4032.1 Anthony WWTF Cell No. 1 Improvements 2021
Project Manager: Andrew Brunner

Professional Services from October 23, 2022 to November 26, 2022

Amount Due

Billing Phase	Fee	Earned
Design	60,000.00	60,000.00
Construction	55,325.84	55,325.84
Observation		
Additional Services	3,501.10	3,501.10
KWPCRF	2,312.50	2,312.50
Administration		
Total Fee	121,139.44	121,139.44
	Previous Fee Billing	118,989.44
	Current Fee Billing	2,150.00
	Total Fee	2,150.00
	Total this Invoice	\$2,150.00

CLAIMS REPORT
Check Range: 11/17/2022-12/07/2022

6124

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
GENERAL OPERATING					
ALLEN, GIBBS, & HOULIK, L.C.	COMPENSATION REVIEW		1,089.34	49688	12/07/22
AMAZON CAPITAL SERVICES	HALL SPACE HEATER		48.99	49690	12/07/22
PATTERSON HEALTH CENTER	NOVEMBER DUES		4.49	49692	12/07/22
CENTRAL EQUIPMENT	MECHANIC LIFT		5,592.67	49695	12/07/22
CITY OF ANTHONY	REIMB NOV BCBS		2,596.13	49698	12/07/22
CIVICPLUS, LLC	MUNICODE/CIVICPLUS RENEWAL SUB		900.00	49696	12/07/22
EMBLEM ENTERPRISES, INC.	FLAGS FOR UNIFORMS		145.24	49702	12/07/22
EMERGENCY FIRE EQUIPMENT CO	GLOVES		645.98	49703	12/07/22
FIRST BANK	DEC GRADER		2,963.50	1249569	12/06/22
JUSTIN FRANCIS	CANDY FOR CHRISTMAS PARADE		117.16	49704	12/07/22
GALAXIE BUSINESS EQUIPMENT INC	COPIER CONTRACT		58.44	49705	12/07/22
GALLS INCORPORATED	LUCK COAT		137.28	49706	12/07/22
GREAT-WEST FINANCIAL	11/22/22 PR	605.09		1249562	11/29/22
GREAT-WEST FINANCIAL	12/06/22 PR	559.53	1,164.62	1249573	12/06/22
HARPER COUNTY TREASURER	WEST 16 LOTS OF SUNRISE 2ND AD		11,382.31	49708	12/07/22
IRS PAYROLL TAXES	11/22/22 PR WITH COLA	11,160.32		1249563	11/29/22
IRS PAYROLL TAXES	12/06/22 PR	4,804.42	15,964.74	1249571	12/06/22
KACM	DONNA CROWE KACM MEMBERSHIP		50.00	49711	12/07/22
KANSAS PAYMENT CENTER	11/22/2022 PR	207.69		1249560	11/29/22
KANSAS PAYMENT CENTER	12/06/22 PR	207.69	415.38	1249570	12/06/22
KPERS	11/22/22 PR INCLUDED COLA	6,803.80		1249559	11/29/22
KPERS	12/06/22 PR	3,503.34	10,307.14	1249574	12/06/22
KS DEPT OF REV-WITHHOLDING	11/22/22 PR WITH COLA	1,914.18		1249561	11/29/22
KS DEPT OF REV-WITHHOLDING	12/6/2022 PR	747.70	2,661.88	1249572	12/06/22
LIBERTY NATIONAL	DECEMBER		4.06	1249568	12/06/22
MAISEY PRO	NOV SVC		33.00	49723	12/07/22
MANHATTANLIFE ASSURANCE COMP	CANCER INS		72.66	49714	12/07/22
MATTHEW W RICKE ATTY AT LAW LL	DANGEROUS STRUCTURE		140.00	49715	12/07/22
SHERRI MILLER	CLERK SCHOOL MEAL & MILEAGE		28.50	49718	12/07/22
MUNICIPAL EMERGENCY SERVICES	HELMET VISOR		35.48	49719	12/07/22
NEW YORK LIFE	EMP LIFE INS		4.90	49720	12/07/22
VISION SERVICE PLAN	DECEMBER		135.15	1249565	12/06/22
01 GENERAL OPERATING TOTAL			56,699.04		
WATER					
ALLEN, GIBBS, & HOULIK, L.C.	COMPENSATION REVIEW		1,089.34	49688	12/07/22
AMAZON CAPITAL SERVICES	ADJUSTABLE SHELF BOOKCASE		118.99	49690	12/07/22
PATTERSON HEALTH CENTER	NOVEMBER DUES		3.43	49692	12/07/22
CENTRAL EQUIPMENT	MECHANIC LIFT		2,796.34	49695	12/07/22
CITY OF ANTHONY	REIMB NOV BCBS		4,889.65	49698	12/07/22
CITY OF ANTHONY	CHRISTMAS PARTY		100.00	49699	12/07/22
CIVICPLUS, LLC	MUNICODE/CIVICPLUS RENEWAL SUB		900.00	49696	12/07/22
CORE & MAIN LP	WATER METERS		948.20	49700	12/07/22
GALAXIE BUSINESS EQUIPMENT INC	COPIER CONTRACT		58.45	49705	12/07/22
GREAT-WEST FINANCIAL	11/22/22 PR	52.08		1249562	11/29/22
GREAT-WEST FINANCIAL	12/06/22 PR	56.76	108.84	1249573	12/06/22
HARPER COUNTY TREASURER	LAKE		5,959.90	49708	12/07/22
IRS PAYROLL TAXES	11/22/22 PR WITH COLA	3,203.40		1249563	11/29/22
IRS PAYROLL TAXES	12/06/22 PR	1,507.60	4,711.00	1249571	12/06/22
KPERS	11/22/22 PR INCLUDED COLA	2,103.72		1249559	11/29/22
KPERS	12/06/22 PR	1,146.47	3,250.19	1249574	12/06/22
KS DEPT OF REV-WITHHOLDING	11/22/22 PR WITH COLA	580.07		1249561	11/29/22

CLAIMS REPORT

Check Range: 11/17/2022-12/07/2022

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK CHECK#	CHECK DATE
KS DEPT OF REV-WITHHOLDING	12/6/2022 PR	228.33	808.40	1249572	12/06/22
LD ENTERPRISES INC	GENERAL RECEIPTS-		155.83	49713	12/07/22
LIBERTY NATIONAL	DECEMBER		10.72	1249568	12/06/22
MAISEY PRO	NOV SVC		33.00	49723	12/07/22
MANHATTANLIFE ASSURANCE COMP	CANCER INS		20.61	49714	12/07/22
MICROSOFT AZURE	USAGE CHARGE		5.78	49717	12/07/22
SHERRI MILLER	CLERK SCHOOL MEAL & MILEAGE		28.50	49718	12/07/22
MUTUAL OF OMAHA	DECEMBER LIFE INS		41.17	1249567	12/06/22
NEW YORK LIFE	EMP LIFE INS		15.70	49720	12/07/22
PITNEY BOWES INC	POSTAGE MACHINE		125.00	1249558	11/29/22
RICKE'S HOME CENTER, LLC	COUPLINGS FOR WATER PLANT		26.96	49722	12/07/22
TELE-COMMUNICATIONS INC	ANSWERING SERVICE		90.00	49726	12/07/22
VISION SERVICE PLAN	DECEMBER		57.57	1249565	12/06/22
WICHITA STATE UNIVERSITY	CCMFOA 2022 DUES		112.50	49729	12/07/22
02 WATER TOTAL			26,466.07		
ELECTRIC					
ALLEN, GIBBS, & HOULIK, L.C.	COMPENSATION REVIEW		1,634.01	49688	12/07/22
ALTEC INDUSTRIES, INC.	#9 SEAL SET		75.77	49689	12/07/22
AMAZON CAPITAL SERVICES	OFFICE CALENDARS		42.80	49690	12/07/22
PATTERSON HEALTH CENTER	NOVEMBER DUES		24.67	49692	12/07/22
ATMOS ENERGY	P PLANT GAS		418.46	49693	12/07/22
CARBANC AUTO SALES, INC	11/22/22 PR WITH COLA		1,155.32	49710	12/07/22
CENTRAL EQUIPMENT	MECHANIC LIFT		5,592.68	49695	12/07/22
CITY OF ANTHONY	REIMB NOV BCBS		10,904.62	49698	12/07/22
CITY OF ANTHONY	CHRISTMAS PARTY		100.00	49699	12/07/22
CIVICPLUS, LLC	MUNICODE/CIVICPLUS RENEWAL SUB		900.00	49696	12/07/22
GALAXIE BUSINESS EQUIPMENT INC	COPIER CONTRACT		58.45	49705	12/07/22
GREAT-WEST FINANCIAL	11/22/22 PR	450.42		1249562	11/29/22
GREAT-WEST FINANCIAL	12/06/22 PR	446.41	896.83	1249573	12/06/22
HARPER COUNTY TREASURER	POWER PLANT RENTAL HOUSE		1,475.07	49708	12/07/22
HAZEL'S SHEET METAL INC	SERVICE OVERHEAD RADIANT TUBE		2,734.39	49709	12/07/22
IRS PAYROLL TAXES	11/22/22 PR WITH COLA	13,784.16		1249563	11/29/22
IRS PAYROLL TAXES	12/06/22 PR	5,681.21	19,465.37	1249571	12/06/22
KANSAS ELECTRIC COOPERATIVES	NOV SAFETY MEETING		2,300.00	49712	12/07/22
KANSAS MUNICIPAL GAS AGENCY	OCT GAS		229.39	49730	12/05/22
KPERS	11/22/22 PR INCLUDED COLA	8,254.34		1249559	11/29/22
KPERS	12/06/22 PR	4,159.63	12,413.97	1249574	12/06/22
KS DEPT OF REV-WITHHOLDING	11/22/22 PR WITH COLA	2,414.56		1249561	11/29/22
KS DEPT OF REV-WITHHOLDING	12/6/2022 PR	942.98	3,357.54	1249572	12/06/22
LD ENTERPRISES INC	GENERAL RECEIPTS-		155.83	49713	12/07/22
LIBERTY NATIONAL	DECEMBER		122.09	1249568	12/06/22
MAISEY PRO	NOV SVC		51.00	49723	12/07/22
MANHATTANLIFE ASSURANCE COMP	CANCER INS		95.73	49714	12/07/22
MATTHEW W RICKE ATTY AT LAW LL	KORA		35.00	49715	12/07/22
MICHAEL HODSON	CITY OFFICE RENOVATION FORMICA		1,770.00	49716	12/07/22
MICROSOFT AZURE	USAGE CHARGE		11.56	49717	12/07/22
SHERRI MILLER	CLERK SCHOOL MEAL & MILEAGE		28.50	49718	12/07/22
MUTUAL OF OMAHA	DECEMBER LIFE INS		100.59	1249567	12/06/22
NEW YORK LIFE	EMP LIFE INS		22.50	49720	12/07/22
PITNEY BOWES INC	POSTAGE MACHINE		250.00	1249558	11/29/22
QLT	OUTDOOR GONG		10.39	49721	12/07/22
SOLOMON CORPORATION	TRANSFORMER DISPOSAL		198.04	49725	12/07/22

CLAIMS REPORT

Check Range: 11/17/2022-12/07/2022

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
TELE-COMMUNICATIONS INC	ANSWERING SERVICE		90.00	49726	12/07/22
VISION SERVICE PLAN	DECEMBER		167.60	1249565	12/06/22
WHEATLAND ELECTRIC COOP INC	LAKE LIGHTS		16.16	49728	12/07/22
WICHITA STATE UNIVERSITY	CCMFOA 2022 DUES		112.50	49729	12/07/22

	03 ELECTRIC TOTAL		67,016.83		
SALES TAX & STATE FEES					
DIRECTOR OF TAXATION	OCOTBER 2022		11,511.06	1249564	11/29/22

	04 SALES TAX & STATE FEES TOTAL		11,511.06		
SEWAGE DISPOSAL					
ALLEN, GIBBS, & HOULIK, L.C.	COMPENSATION REVIEW	1,089.32	49688	12/07/22	
AMAZON CAPITAL SERVICES	ADJUSTABLE SHELF BOOKCASE	118.98	49690	12/07/22	
PATTERSON HEALTH CENTER	NOVEMBER DUES	3.41	49692	12/07/22	
ATMOS ENERGY	SEWER NATURAL GAS	70.08	49693	12/07/22	
CENTRAL EQUIPMENT	MECHANIC LIFT	2,796.34	49695	12/07/22	
CITY OF ANTHONY	REIMB NOV BCBS	1,509.43	49698	12/07/22	
CITY OF ANTHONY	CHRISTMAS PARTY	100.00	49699	12/07/22	
CIVICPLUS, LLC	MUNICODE/CIVICPLUS RENEWAL SUB	900.00	49696	12/07/22	
GALAXIE BUSINESS EQUIPMENT INC	COPIER CONTRACT	58.45	49705	12/07/22	
GREAT-WEST FINANCIAL	11/22/22 PR	13.92	1249562	11/29/22	
GREAT-WEST FINANCIAL	12/06/22 PR	13.51	27.43	1249573	12/06/22
HARPER COUNTY TREASURER	SEWER LAGOON		285.01	49708	12/07/22
IRS PAYROLL TAXES	11/22/22 PR WITH COLA	1,586.59		1249563	11/29/22
IRS PAYROLL TAXES	12/06/22 PR	637.28	2,223.87	1249571	12/06/22
KPERS	11/22/22 PR INCLUDED COLA	1,042.36		1249559	11/29/22
KPERS	12/06/22 PR	484.49	1,526.85	1249574	12/06/22
KS DEPT OF REV-WITHHOLDING	11/22/22 PR WITH COLA	279.61		1249561	11/29/22
KS DEPT OF REV-WITHHOLDING	12/6/2022 PR	96.12	375.73	1249572	12/06/22
LD ENTERPRISES INC	GENERAL RECEIPTS-		128.34	49713	12/07/22
LIBERTY NATIONAL	DECEMBER		1.49	1249568	12/06/22
MAISEY PRO	NOV SVC		33.00	49723	12/07/22
MANHATTANLIFE ASSURANCE COMP	CANCER INS		9.66	49714	12/07/22
MICROSOFT AZURE	USAGE CHARGE		5.77	49717	12/07/22
SHERRI MILLER	CLERK SCHOOL MEAL & MILEAGE		28.49	49718	12/07/22
MUTUAL OF OMAHA	DECEMBER LIFE INS		8.45	1249567	12/06/22
NEW YORK LIFE	EMP LIFE INS		7.36	49720	12/07/22
PITNEY BOWES INC	POSTAGE MACHINE		125.00	1249558	11/29/22
SMITH & LOVELESS, INC.	PRESSURE GAUGES		1,928.38	49724	12/07/22
VISION SERVICE PLAN	DECEMBER		22.70	1249565	12/06/22

	05 SEWAGE DISPOSAL TOTAL		13,383.54		
EMPLOYEE BENEFIT					
BCBS OF KANSAS	DEC 2022	21,643.54	1249566	12/06/22	
CITY OF ANTHONY	REIMB NOV BCBS	5,953.00	49698	12/07/22	
MUTUAL OF OMAHA	DECEMBER LIFE INS	80.04	1249567	12/06/22	

	10 EMPLOYEE BENEFIT TOTAL		27,676.58		

CLAIMS REPORT

Check Range: 11/17/2022-12/07/2022

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
AIRPORT					
CITY OF ANTHONY	ELEC REIMB OCT 2022		129.74	49698	12/07/22
HARPER COUNTY TREASURER	AIRPORT LAND		333.66	49708	12/07/22

	12 AIRPORT TOTAL		463.40		
INDUSTRIAL DEVELOPMENT					
HARPER COUNTY TREASURER	NE CORNER GARFIELD & LL&G		193.56	49708	12/07/22

	14 INDUSTRIAL DEVELOPMENT TOTAL		193.56		
RECREATION COMMISSION					
CITY OF ANTHONY	ELEC REIMB OCT 2022		11.37	49698	12/07/22
IRS PAYROLL TAXES	11/22/22 PR WITH COLA	68.86		1249563	11/29/22
IRS PAYROLL TAXES	12/06/22 PR	58.54	127.40	1249571	12/06/22

	26 RECREATION COMMISSION TOTAL		138.77		
MUNICIPAL EQUIPMENT RESER					
WEIS FIRE & SAFETY EQUIP. LLC	06 RESCUE ACCESS ELECT PROBS		4,378.90	49727	12/07/22

	30 MUNICIPAL EQUIPMENT RESER TOTAL		4,378.90		
CAPITAL IMPROVEMENT FUND					
LARRY BERRY	PD SECURITY WALL		316.59	49694	12/07/22

	34 CAPITAL IMPROVEMENT FUND TOTAL		316.59		
BASE 2ND SUNRISE GRANT					
MATTHEW W RICKE ATTY AT LAW LL	BASE ADMIN		52.50	49715	12/07/22

	59 BASE 2ND SUNRISE GRANT TOTAL		52.50		
SEWER IMPROVMENT FUND					
EVANS-BIERLY-HUTCHISON & ASSOC	WWTF CELL #1 C20-3005-01		2,150.00	49701	12/07/22

	79 SEWER IMPROVMENT FUND TOTAL		2,150.00		
			=====		
	Accounts Payable Total		210,446.84		

CLAIMS REPORT
CLAIMS FUND SUMMARY

FUND	NAME	AMOUNT
01	GENERAL OPERATING	56,699.04
02	WATER	26,466.07
03	ELECTRIC	67,016.83
04	SALES TAX & STATE FEES	11,511.06
05	SEWAGE DISPOSAL	13,383.54
10	EMPLOYEE BENEFIT	27,676.58
12	AIRPORT	463.40
14	INDUSTRIAL DEVELOPMENT	193.56
26	RECREATION COMMISSION	138.77
30	MUNICIPAL EQUIPMENT RESER	4,378.90
34	CAPITAL IMPROVEMENT FUND	316.59
59	BASE 2ND SUNRISE GRANT	52.50
79	SEWER IMPROVMENT FUND	2,150.00

	TOTAL FUNDS	210,446.84

BALANCE SHEET
CALENDAR 12/2022, FISCAL 12/2022

ACCOUNT NUMBER	ACCOUNT TITLE	PTD BAL.	YTD BAL
01-00-0010	GENERAL OPERATING	47,142.74-	1,002,036.62
02-00-0010	WATER	18,060.21-	1,277,491.75
03-00-0010	ELECTRIC	41,198.26-	2,066,401.16
04-00-0010	SALES TAX & STATE FEES	380.66	36,449.97
05-00-0010	SEWAGE DISPOSAL	7,293.41-	555,578.26
10-00-0010	EMP INSURANCE/BENEFIT	31,467.88-	302,061.94
12-00-0010	AIRPORT	463.40-	149,957.74
14-00-0010	INDUSTRIAL DEVELOPMENT	193.56-	20,297.01
16-00-0010	SERVICE DEPOSIT		78,033.23
17-00-0010	SPECIAL STREETS & HIGHWAY		210,368.13
18-00-0010	PUBLIC RELIEF		25,710.74
19-00-0010	WATER UTILITY RESERVE		103,981.31
21-00-0010	WWTF LOAN 2000		125,705.52
23-00-0010	WATER DEBT SVC RESERVE S2013		133,313.25
24-00-0010	BOND & INTEREST		18,378.33
26-00-0010	RECREATION COMMISSION	423.14-	70,230.09
29-00-0010	RECREATION	437.81	3,887.84
30-00-0010	MUNICIPAL EQUIPMENT RESERVE	4,378.90-	120,674.38
32-00-0010	SPECIAL PARKS & RECREATION		25,551.90
34-00-0010	CAPITAL IMPROVEMENT	316.59-	3,026,262.24
37-00-0010	GO BONDS S2010 POOL		11,053.70
40-00-0010	ELECTRIC UTILITY RESERVE		1,559,835.43
41-00-0010	EL UTIL S2017 REV BOND		2,366,866.00
43-00-0010	EL UTIL S2017 BOND RESERVE		214,897.50
45-00-0010	SEWER RESERVE		80,000.00
50-00-0010	WAYNE DENNIS INVESTMENT FUND		750,141.35
54-00-0010	DEBT RES. WATER 2013		192,464.97
59-00-0010	CASH CONTROL	52.50-	52.50-
61-00-0010	CASH CONTROL		499.36
71-00-0010	CASH CONTROL		315,900.96
79-00-0010	SEWER IMPROVMENT FUND	2,150.00-	2,150.00-
81-00-0010	WASTEWATER LAGOON CLEANING		170,900.00
82-00-0010	WATER/EQUIPMENT REPLACEMENT		67,962.03
83-00-0010	ELECTRIC/EQUIP REPLACEMENT		1,773,849.88
85-00-0010	SEWER/EQUIPMENT REPLACEMENT		6,454.04
89-00-0010	TRANS GUEST APPROVED		2.48
96-00-0010	WAYNE DENNIS FUNDS		28,685.59
97-00-0011	DT REVIT. REVOLVING LOAN		.56
98-00-0010	TRANSIENT GUEST TAX		3,391.51
		=====	=====
	PROOF	152,322.12-	16,893,074.27
		=====	=====

PRUPDT00
07.14.22

Thu Nov 17, 2022 5:11 PM
PAID THROUGH 11/13/2022
CALENDAR 11/2022, FISCAL 11/2022 DATES 11/13/2022 -- 11/22/2022

City of Anthony KS
COST CENTER REPORT
2ND PROLL OF MONTH

OPER: JD
JRNL 3895

PAGE

Item 4.

C CTR DESCRIPTION	REG HRS	OT HRS	VAC HRS	SCK HRS	TOT HRS	REG AMT	OT AMT	VAC AMT	SCK AMT	TOT AMT	DEDUCTIONS
101 GEN. - ADM.	22.38	.00	.00	.00	24.56	2943.39	.00	.00	.00	2992.71	641.96
102 POLICE	413.91	.00	.00	.00	430.04	20978.69	.00	.00	.00	21273.12	2802.55
104 STREET	252.18	.00	.00	.00	324.18	13774.37	.00	.00	.00	15224.74	1647.99
105 GEN-ZONING	.20	.00	.00	.00	.20	1038.39	.00	.00	.00	1038.39	.00
230 WATER-LAKE	11.08	.00	.00	.00	11.08	343.63	.00	.00	.00	343.63	524.57
232 WATER-DISTRIBUT	284.73	.00	.00	.00	289.21	6292.58	.00	.00	.00	6381.80	717.04
233 WATER-COMM& GEN	80.42	.00	.00	.00	87.04	5805.23	.00	.00	.00	5958.24	.00
331 ELECTRIC-PROD	574.00	.00	.00	.00	588.00	17310.97	.00	.00	.00	17672.25	1994.09
332 ELEC-DISTRIBUTI	681.20	.00	.00	.00	711.61	21124.20	.00	.00	.00	21910.14	3931.29
333 ELECTRIC-COMM	107.74	.00	.00	.00	116.81	10913.61	.00	.00	.00	11121.41	401.24
533 SEWER-COMM & GE	29.41	.00	.00	.00	32.54	1898.78	.00	.00	.00	1969.93	.00
534 SEWER-TREATMENT	226.00	.00	.00	.00	226.48	4150.49	.00	.00	.00	4158.51	.00
2601 REC - GEN	30.00	.00	.00	.00	30.00	450.00	.00	.00	.00	450.00	.00
5102 OT GEN POLICE	.00	26.25	.00	.00	26.25	.00	837.90	.00	.00	837.90	.00
5232 OT WATER DIST	.00	8.25	.00	.00	8.25	.00	276.54	.00	.00	276.54	.00
5331 OT ELEC PROD	.00	5.00	.00	.00	5.00	.00	240.48	.00	.00	240.48	.00
5332 OT ELEC DIST	.00	2.25	.00	.00	2.25	.00	92.25	.00	.00	92.25	.00
5333 OT ELEC COMM/GN	.00	5.75	.00	.00	5.75	.00	191.69	.00	.00	191.69	.00
5534 OT SEWER TREAT	.00	9.50	.00	.00	9.50	.00	331.72	.00	.00	331.72	.00
6102 SHIFT GEN POLIC	.00	.00	.00	.00	254.00	.00	.00	.00	.00	127.00	.00
99999 DISTRIBUTED	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	849.31
TOTAL	2713.25	57.00	.00	.00	3182.75	107024.33	1970.58	.00	.00	112592.45	13510.04

PRUPDT00
07.14.22

Tue Nov 29, 2022 12:15 PM
PAID THROUGH 12/06/2022
CALENDAR 12/2022, FISCAL 12/2022 DATES 12/05/2022 -- 12/06/2022

City of Anthony KS
COST CENTER REPORT
FIRST PAY OF MONTH

OPER: JD
JRNL 3902
FIRST PAY OF MONTH

PAGE Item 5.

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.	.00	.00	.00	.00	.00	277.94	.00	.00	.00	277.94	13.90
102 POLICE	.00	.00	.00	.00	.00	687.33	.00	.00	.00	687.33	34.75
104 STREET	.00	.00	.00	.00	.00	579.05	.00	.00	.00	579.05	27.80
105 GEN-ZONING	.00	.00	.00	.00	.00	23.16	.00	.00	.00	23.16	.00
230 WATER-LAKE	.00	.00	.00	.00	.00	115.81	.00	.00	.00	115.81	6.95
231 WATER-PRODUCTIO	.00	.00	.00	.00	.00	115.81	.00	.00	.00	115.81	.00
232 WATER-DISTRIBUT	.00	.00	.00	.00	.00	173.72	.00	.00	.00	173.72	13.90
233 WATER-COMM& GEN	.00	.00	.00	.00	.00	77.59	.00	.00	.00	77.59	.00
331 ELECTRIC-PROD	.00	.00	.00	.00	.00	463.24	.00	.00	.00	463.24	27.80
332 ELEC-DISTRIBUTI	.00	.00	.00	.00	.00	521.14	.00	.00	.00	521.14	41.70
333 ELECTRIC-COMM	.00	.00	.00	.00	.00	165.61	.00	.00	.00	165.61	13.90
533 SEWER-COMM & GE	.00	.00	.00	.00	.00	34.75	.00	.00	.00	34.75	.00
99999 DISTRIBUTED	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	6.95
TOTAL	.00	.00	.00	.00	.00	3235.15	.00	.00	.00	3235.15	187.65

PRUPDT00
07.14.22

Wed Nov 30, 2022 2:31 PM
PAID THROUGH 11/27/2022
CALENDAR 12/2022, FISCAL 12/2022 DATES 11/27/2022 -- 12/06/2022

City of Anthony KS
COST CENTER REPORT
FIRST PAY OF MONTH

OPER: JD
JRNL 3907
FIRST PAY OF MONTH

PAGE Item 6.

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.	20.38	.00	.00	.00	24.01	1723.79	.00	.00	.00	1788.21	420.10
102 POLICE	368.20	.00	.00	.00	417.00	10272.13	.00	.00	.00	11326.52	2207.25
103 FIRE	4.00	.00	.00	.00	4.00	81.20	.00	.00	.00	81.20	.00
104 STREET	275.00	.00	.00	.00	324.00	6251.68	.00	.00	.00	7543.65	1150.52
105 GEN-ZONING	.00	.00	.00	.00	.00	504.18	.00	.00	.00	504.18	.00
230 WATER-LAKE	3.00	.00	.00	.00	3.00	168.07	.00	.00	.00	168.07	441.47
231 WATER-PRODUCTIO	43.50	.00	.00	.00	43.50	873.58	.00	.00	.00	873.58	.00
232 WATER-DISTRIBUT	230.41	.00	.00	.00	253.45	2086.25	.00	.00	.00	2503.20	510.64
233 WATER-COMM& GEN	74.24	.00	.00	.00	85.60	2870.98	.00	.00	.00	3094.06	.00
331 ELECTRIC-PROD	537.00	.00	.00	.00	592.00	7661.89	.00	.00	.00	8989.24	1474.16
332 ELEC-DISTRIBUTI	651.18	.00	.00	.00	713.60	10079.45	.00	.00	.00	11400.69	2799.48
333 ELECTRIC-COMM	100.57	.00	.00	.00	114.39	5393.44	.00	.00	.00	5659.43	224.39
533 SEWER-COMM & GE	29.36	.00	.00	.00	32.00	1047.75	.00	.00	.00	1094.81	.00
534 SEWER-TREATMENT	219.41	.00	.00	.00	222.45	1760.20	.00	.00	.00	1811.55	.00
2601 REC - GEN	25.50	.00	.00	.00	25.50	382.50	.00	.00	.00	382.50	.00
5102 OT GEN POLICE	.00	38.25	.00	.00	38.25	.00	1205.22	.00	.00	1205.22	.00
5232 OT WATER DIST	.00	12.50	.00	.00	12.50	.00	430.33	.00	.00	430.33	.00
5233 OT WA COMM/GEN	.00	12.50	.00	.00	12.50	.00	404.24	.00	.00	404.24	.00
5331 OT ELEC PROD	.00	6.00	.00	.00	6.00	.00	258.12	.00	.00	258.12	.00
5332 OT ELEC DIST	.00	4.50	.00	.00	4.50	.00	190.50	.00	.00	190.50	.00
5534 OT SEWER TREAT	.00	8.50	.00	.00	8.50	.00	294.05	.00	.00	294.05	.00
6102 SHIFT GEN POLIC	.00	.00	.00	.00	228.00	.00	.00	.00	.00	114.00	.00
99999 DISTRIBUTED	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	608.61
TOTAL	2581.75	82.25	.00	.00	3164.75	51157.09	2782.46	.00	.00	60117.35	9836.62

Request for Payments

Federal Audit n/a - State funds

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

City of Anthony

Engineering Contract - \$163,500

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

Construction Contract - \$732,952.5

Date: December 6, 2022

Payment Request Number: 11 - FINAL

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

	Date	Invoice#	Vendor:	Service:	Engineering	Construction	State Reimb	City's Share
1.	12/7/21	13515	EBH	Design	\$20,000.00			
2.	12/22/21		State of Kansas	Reimb Drawdown #1			\$20,000.00	
3.	1/3/22	13547	EBH	Design	\$15,000.00			
4.	2/15/22	13619	EBH	Design	\$15,000.00			
5.	2/17/22		State of Kansas	Reimb Drawdown #2			\$15,000.00	
6.	3/2/22		State of Kansas	Reimb Drawdown #3			\$15,000.00	
7.	3/15/22	13691	EBH	Design	\$7,500.00			
8.	3/30/22		State of Kansas	Reimb Drawdown #4			\$7,500.00	
9.	04/05/22	13754	EBH	Design	\$2,500.00			
10.	4/20/22		State of Kansas	Reimb Drawdown #5			\$2,500.00	
11.	6/29/22	13932	EBH	Construction	\$5,488.26			
12.	6/26/22	Pay #1	Dondlinger	Construction		\$111,420.00		
13.	7/20/22		State of Kansas	Reimb Drawdown #6			\$116,908.26	
14.	7/27/22	3/26/1938	EBH	Construction	\$19,366.63			
15.	7/27/22	Pay #2	Dondlinger	Construction		\$59,557.50		
16.	8/17/22		State of Kansas	Reimb Drawdown #7			\$78,924.13	
17.	9/6/22	14048	EBH	Construction	\$17,674.92			
18.	9/6/22	Pay #3	Dondlinger	Construction		\$297,751.50		
19.	9/21/22		State of Kansas	Reimb Drawdown #8			\$315,426.42	
20.	10/4/22	Pay #4	Dondlinger	Construction		\$211,447.25		
21.	10/4/22	14101	EBH	Construction	\$12,366.52			
22.	10/19/22		State of Kansas	Reimb Drawdown #9			\$223,813.77	
23.	11/1/22	Pay #5	Dondlinger	Construction		\$44,173.75		

24	11/1/22	14138	EBH	Construction	\$4,093.11		
25	11/18/22		State of Kansas	Reimb Drawdown #10		\$48,266.86	
26	12/6/22	14200	EBH	Construction	\$2,150.00		
DRAWDOWN TOTALS:					\$121,139.44	\$724,350.00	\$843,339.44
							\$0.00

Total This Payment Request:

\$2,150.00

Total Billing to Date:

\$845,489.44

Total City Paid for Project:

\$0.00

Total Reimbursement/Payment:

\$843,339.44

Portion of Project Complete:

0.76

Approved by: _____

Greg Cleveland, Mayor

EXHIBIT E - REQUEST FOR DISBURSEMENT FROM KDHE REVOLVING LOAN PROGRAMS

INDICATE WHICH LOAN PROGRAM THIS REQUEST IS FOR: KANSAS WATER POLLUTION CONTROL REVOLVING FUND <input checked="" type="checkbox"/> KANSAS PUBLIC WATER SUPPLY LOAN FUND _____				KDHE PROJECT NUMBER (REFER TO LOAN AGREEMENT) KWPCRF PROJECT # C20 3005 KPWSLF PROJECT # _____	
IS THIS THE FINAL DISBURSEMENT REQUEST FOR THIS LOAN? YES <input checked="" type="checkbox"/> NO _____		RECIPIENT INFORMATION NAME : City of Anthony, Kansas			
PAYMENT REQUEST NUMBER : 11		ADDRESS or PO box (include City, State, Zip) : PO Box 504 Anthony, KS 67869			
The undersigned hereby requests that the following amounts be disbursed for the following Project Costs as defined in the loan agreement:					
Classification	Invoice amounts (invoices must be attached)	Invoiced from (list payee(s))	Description		
a. Administrative expense (loan admin services, publication fees, attorney fees, etc.)					
b. Engineering services expense	\$ 2,150.00	EBH & Associates, P.A.	Construction Engineering & Observation, KPWSLF Administration		
c. Land, easements (Not allowable under KWPCRF)					
d. Construction Contract Expense					
e. Equipment (by separate KDHE approved contract or procedure)					
f. Miscellaneous cost (not categorized above)					
g. Total of Invoices Submitted (sum of lines a thru f)	\$ 2,150.00				
h. Deductions for other sources of funding used (from grants or cash on hand)					
i. Total Disbursement Requested from KDHE * (Line g minus line h)	\$ 2,150.00				
CERTIFICATION: I hereby state and certify that: (i) the amounts requested, are or were necessary and appropriate in connection with the purchase, construction and installation of the Project, have been properly incurred and are a proper disbursement of the proceeds of the Loan and that an inspection has been performed and all work is in accordance with the terms of the Loan; have been paid or are justly due as stated above; and have not been the basis of any previous requisition from the proceeds of the Loan; (ii) all representations made in the Agreement remain true as of the date of this request; and (iii) no adverse developments affecting the financial condition of the Recipient or its ability to complete the Project or to repay the Loan have occurred.					
RECIPIENT NAME: City of Anthony, Kansas					
Signature of Authorized Certifying Official 					
Typed or Printed Name and Title Gregory Cleveland, Mayor					
Date Signed	Telephone (Area Code, number & ext.)		Email		
	620-842-5434		ckastens@anthonykansas.org		

April 2014



**LOAN RECIPIENT ASSURANCE OF COMPLIANCE WITH AMERICAN IRON AND STEEL
REQUIREMENTS**

This form must be submitted with any disbursement request that includes construction contract invoices or loan disbursements will be delayed.

KPWSLF OR KWPCRLF PROJECT # 3005

DISBURSEMENT REQUEST # 11

To assure compliance with American Iron and Steel requirements required by Exhibit C of the loan agreement for the project referenced above, the Loan Recipient indicated below, hereby certifies that for all iron and steel products incorporated into the project, certifications have been obtained and reviewed. Furthermore, as of the date of the construction contract pay request submitted as part of the above referenced KDHE SRF disbursement request, all such iron and steel products have been produced in the United States except for any items specifically waived by US EPA. Reporting documentation required by any US EPA waiver that is used on this project is attached to this certification.

Indicate below if the Loan Recipient is using the De Minimis waiver approved by US EPA.

 Yes X No

Gregory Cleveland

Representative of Loan Recipient

Mayor

Title of Representative

Signature of Representative

City of Anthony, Kansas

Legal Name of Loan Recipient

Date

December 2014



**LOAN RECIPIENT COMPLIANCE ASSURANCE WITH RESPECT
TO DAVIS BACON MINIMUM WAGE REQUIREMENTS**
(This form must be submitted with any disbursement request that includes
construction contract invoices or loan disbursements will be delayed.)

KPWSLF OR KWPCRLF PROJECT # 3005

DISBURSEMENT REQUEST # 11

To assure compliance with weekly payroll certification review as required by Exhibit C of the loan agreement for the project referenced above, the Loan Recipient indicated below, hereby certifies that the required weekly payroll certifications for all construction contractors and subcontractors associated with referenced disbursement request have been reviewed and the above referenced project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the payroll copies for the specified time period. The payrolls are set out accurately and completely and contain all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except for full social security numbers and home addresses.

This assurance certification covers all required weekly payrolls for construction work performed from the dates of

9-26-2022 to 10-23-2022.

As of the date indicated below the loan recipient has conducted a total of 3 interviews of employees entitled to Davis Bacon prevailing wages.

Gregory Cleveland

Representative of Loan Recipient
(MUST be municipal employee or governing body member)

Mayor

Title of Representative

Signature of Representative

City of Anthony, Kansas

Legal Name of Loan Recipient

Date

Anthony Predesign Project Meeting Minutes

December 2, 2022 - Telecon

1. Scope of Project - Rehab Runway 10-28
 - a. Rehab entire Turf Surface
 1. Minor grading to fix potholes, rutting, low spots and badger holes west of main runway
 2. Overseed entire runway area west of main runway
 3. No profile change west of main runway
 - b. Raise east end to correct line of site issues
 1. Profile change east of main, east runway end will raise 2'-3'
 2. Seed all new fill and sideslopes
2. Schedule of Design

a. Contract signed	12-6-22
b. CSPP/PER/90% Design	1-15-23
c. Final plans	2-15-23
d. Out to Bid	2-24-23
e. Bid open	3-21-23
f. Grant app in	3-31-23
3. Geotech testing for Extension
 - a. East of main 2 tests 3'-4'
 - b. West of main 4 tests 3'-4'
4. Planned Base modifications
 - a. Plan import of fill
5. Traffic Control/Closures
 - a. Runway 18/36 when working in RSA/OFA
6. PAPI Shutdown – NOTAM out when Runway 18-36 is closed
7. Phasing of Construction
 - a. 2 phases
 - i. inside RSA
 - ii. outside RSA

Attendees:

1. Cyndra Kastens, City of Anthony, City Administrator
2. Todd Rastorfer, Central Region FAA
3. Darin Neufeld – EBH Engineering
4. Dan Wilson - Central Region FAA
5. Randy Moore – City Super

CONTRACT FOR ENGINEERING SERVICES

for **REHABILITATE RUNWAY 10-28** **ANTHONY MUNICIPAL AIRPORT**

This Contract, made and executed in duplicate this _____ day of _____, 2022, by and between the **CITY OF ANTHONY, KANSAS**, hereinafter called **OWNER**, party of the first part, and **EVANS, BIERLY, HUTCHISON & ASSOCIATES, P. A.**, Consulting Engineers, Marion, Kansas, hereinafter called **ENGINEER**, party of the second part.

The Project includes the Grading of the 28 End of Runway 10-28 to meet required line of site issues and the Rehabilitation of the entire turf surface of Runway 10-28 at the Anthony Municipal Airport, Anthony, Kansas.

WITNESSETH; THAT in consideration of the mutual covenants herein contained, the **OWNER** hereby agrees to employ the **ENGINEER** to perform Engineering Services herein outlined and to make payment for these services as set forth below.

SECTION 1 - ENGINEERING SERVICES:

1.1. DESIGN ENGINEERING SERVICES

- 1.1.1. Consult with Utility Companies and provide information to them regarding the proposed construction.
- 1.1.2. Conduct Field Design surveys for the Project. Surveys shall locate existing utilities, facilities, and structures on the airport property within 100' of the Project or a distance adequate to provide a sound engineering design.
- 1.1.3. Conduct testing of existing runway base and subbase materials to determine alternatives for design. Consult with FAA pavements engineers to ensure selected materials and methods for construction meet current FAA design standards and technical guidelines.
 - 1.1.3.1. Conduct Geotechnical exploration tests to determine design. 6 test locations with depth of 3'-4'. Complete soil analysis of bore tests.
- 1.1.4. Assist the **OWNER** in the preparation and submission of all AIP forms, documents, and reports to comply with all conditions of the Federal Aviation Administration (FAA) grant.
- 1.1.5. Design and prepare working drawings and specifications for the project in accordance with the **OWNER's** Federal Aviation Administration (FAA) grant.
- 1.1.6. Review Preliminary plans with the **OWNER**. Submit preliminary (30%) plans and specifications for FAA coordination and review of eligibility and allowability. Include Engineer's Design Report to include pavement design, Safety Plan/Requirements for Contractor Safety Plan, Detailed Cost Opinion and description of all modifications to FAA Standard Specifications.
- 1.1.7. Review final plans and specifications with **OWNER**. Submit final plans and specifications for FAA review and approval. Include Safety Plan/Requirements for Contractor Safety Plan, Updated Cost Opinion (if changes occur) and Construction Observation Program (COP).
- 1.1.8. Assist in advertising the project to contractors. Provide bid documents to those Contractors interested at cost. Attend the bid letting, prepare Engineer's Estimate, assist and advise the **OWNER** in opening bids, awarding construction contract and contract preparation. Furnish Tabulation of Bids to **OWNER** and FAA.
- 1.1.9. Assist **OWNER** in preparing and submitting Grant Application to the FAA.

1.2 DESIGN - AERONAUTICAL OBSTRUCTION SURVEY SERVICES

- 1.2.1 Conduct an Aeronautical Obstruction Survey and upload this survey to the AGIS system for both ends of Runway 10-28.
- 1.2.2 Submit an MOS into the ADIP system to use the existing photometrics for the Design portion of the AGIS project.

1.3 CHANGES IN SERVICES

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

SECTION 2 - OWNER'S RESPONSIBILITIES

- 2.1 **OWNER** shall provide full information to **ENGINEER** concerning the PROJECT including all available plans, maps, plats, documents, grant conditions, other reports and correspondence, and the **OWNER's** recommendations.
- 2.2 **OWNER** shall examine and review the contract documents and inform **ENGINEER** regarding any decision thereto.
- 2.3 **OWNER** shall pay **ENGINEER** at monthly intervals for Engineering Services under this contract based on the actual work completed according to the following schedule:

- 2.3.1 For services under paragraphs 1.1
(Design Engineering)

The **OWNER** agrees to pay the **ENGINEER** a Fixed Lump Sum Payment of **\$ 40,400.00**. The actual costs were estimated in conformity with the cost principles established in the U.S. Department of Transportation, Federal Aviation Administration Advisory Circular No. 150/5100-14c, Part 4-5. This will be the total compensation for the scope of work outlined in this contract except by supplementary contract by the parties hereto with prior approval by the FAA.

- 2.3.2 For services under paragraphs 1.2
(Design - Aeronautical Obstruction Survey Services)

The **OWNER** agrees to pay the **ENGINEER** a Fixed Lump Sum Payment of **\$ 30,000.00**. The actual costs were estimated in conformity with the cost principles established in the U.S. Department of Transportation, Federal Aviation Administration Advisory Circular No. 150/5100-14c, Part 4-5. This will be the total compensation for the scope of work outlined in this contract except by supplementary contract by the parties hereto with prior approval by the FAA.

- 2.3.3 For services under paragraph 1.3. As set forth in the Contract for additional services.

SECTION 3 - THE PARTIES HERETO MUTUALLY AGREE:

- 3.1 The **ENGINEER** agrees to commence work in accordance with the terms of this contract following the award of the construction contract to a contractor or the date of bid award to the contractor.

SECTION 4 - MUTUAL CONSIDERATIONS:

- 4.1 This contract and all contracts entered into under the provisions of this contract shall be binding upon the parties hereto and their successors and cannot be assigned without written consent of the **OWNER**.

- 4.2 The right is reserved by the **OWNER** to terminate all or part of this Contract at any time upon written notice to the **ENGINEER**. Such notice shall be sent not less than ten (10) days written notice in advance of the effective date of such termination received by all parties to this Contract.
- 4.3 The **ENGINEER** may terminate this Contract, in the event of substantial failure of other parties to perform in accordance with the terms hereof, upon ten (10) days written notice in advance of the effective date of such termination received by all parties to this Contract.
- 4.4 In the event the Contract is terminated by the **OWNER** without fault on the part of the **ENGINEER**, the **ENGINEER** shall be paid for the work performed or services rendered under the payment section of this Contract.
- 4.5 In the event the services of the **ENGINEER** are terminated by the **OWNER** for fault including but not limited to: Unreasonable delays in performance; failure to respond to **OWNER** requests; and/or unsatisfactory performance on the part of the **ENGINEER**, the **ENGINEER** shall be paid the reasonable value of the services performed or rendered and delivered to the **OWNER** up to the time of termination. The value of the services performed, rendered and delivered will be determined by a Review Committee comprising of a maximum of two (2) representatives from each of the Contract parties. The **OWNER** and **ENGINEER** shall submit pertinent information to the Review Committee for resolution.
- 4.6 The **OWNER**, the Federal Aviation Administration, the Comptroller General of the United States, or any of the duly authorized representatives shall have access to any books, documents, papers, and records of **ENGINEERS** directly pertinent to a specific grant program, for the purpose of making audits, examinations, excerpts, and transcriptions. The **ENGINEER** shall maintain all required records for three (3) years after the **OWNER** makes final payment and all other pending matters are closed. These records must include construction diaries, official correspondence with the contractor, change orders, test data, weigh tickets, survey data, and all other basis for determining as constructed and pay quantities, notices-to-proceed, stop orders, and specifications compliance data.
- 4.7 In the event of the **ENGINEER'S** noncompliance, violation or breach of contract terms, the **OWNER** may impose such contract sanctions as the **OWNER** may determine to be appropriate, including, but not limited to,
- 4.7.1 Withholding of payments to the **ENGINEER** under the Contract until the **ENGINEER** complies, and/or
- 4.7.1 Cancellation, termination or suspension of the contract, in whole or in part.
- 4.8 During the performance of this contract, the **ENGINEER**, or the **ENGINEER's** assignees and successors in interest (hereinafter referred to as the "**ENGINEER**" or "contractor"), agrees as follows:
- 4.8.1 Compliance with Regulations: The **ENGINEER** will comply with the Regulations of the U.S. Department of Transportation relative to nondiscrimination in federally assisted programs of the U.S. Department of Transportation (Title 49, Code of Federal regulations, Parts 21, 23 and 27, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- 4.8.1 Nondiscrimination: The **ENGINEER**, with regard to the work performed by the **ENGINEER** after award and prior to the completion of the contract work, will not discriminate on the grounds of race, religion, color, gender, age, disability, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The **ENGINEER** will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- 4.8.2 The contractor, sub recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirement of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.
- 4.8.3 The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the prime

contractor receives from the City of Anthony, Kansas. If the contractor, without reasonable cause, fails to make payment to his or her subcontractors or material suppliers within this thirty (30) days, the contractor shall pay to his or her subcontractors or material suppliers, in addition to the payment then due them, interest in the amount of one and one-half per cent per month, calculated from the expiration of the thirty (30) day period until fully paid. This shall also apply to any payments made by the subcontractors and material suppliers to their subcontractors and material suppliers and to all payments made to lower tier subcontractors and material suppliers throughout the contracting chain. The prime contractor agrees further to return retainage payment to each subcontractor within thirty (30) days after subcontractor's work is satisfactorily completed and approved by the recipient. Any delay or postponement of payment from the above referenced time frames may occur only for good cause following written approval by duly authorized officials of the City of Anthony, Kansas. This cause applies to both DBE and non-DBE subcontractors.


In the event a contractor fails to comply, the City of Anthony, Kansas, may withhold further payments to the contractor and/or determine there is a contract breach and terminate the contract.

If and when any conditions arise giving indication that subcontractors (DBE or non-DBE) are not on tract to fulfill their contractual work obligations, the prime contractor is required to notify the Airport Manager, the City's DBE Liaison Officer, and any engineering firms responsible for construction observation and oversight (the latter pertains to construction related projects). By doing so, the prime contractor will have given advance notification to the City of their prospective need for variance from the above prompt payment requirements. All prime contractors and subcontractors are encouraged to use appropriate alternative dispute resolution mechanisms to resolve payment disputes.

- 4.8.5 Engineer agrees to comply with the attached Required Federal Clauses for Professional Services Contracts, Attachment #2.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed on the date written above.

ENGINEER
EVANS, BIERLY, HUTCHISON
& ASSOCIATES, P. A.
Consulting Engineers
 Marion, Kansas

By: 
 Vice-President

OWNER
CITY OF ANTHONY, KANSAS

By: _____
 Mayor

Attest: _____
 City Clerk

Attachment 1

STANDARD TERMS AND CONDITIONS

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

SECTION 1: Scope of Work

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

SECTION 2: Access to Site

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

SECTION 3: Dispute Resolution

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

SECTION 4: Billings and Payments

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

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

SECTION 5: Ownership of Documents

All reports, plans, specifications, calculations, estimates, documents, and other work products, including all work products on electronic media, prepared by **EBH** as instruments of service shall remain the property of **EBH**. **Client** agrees to hold harmless, indemnify, and defend **EBH** against all damages, claims, and losses arising out of the reuse of or changes made to plans and specifications without the written authorization of **EBH**.

SECTION 6: Standard of Care

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

SECTION 7: Construction Methods and Job Site Safety

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

SECTION 8: Certifications, Guarantees, and Warranties

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

SECTION 9: Termination of Services

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

SECTION 10: Limitation of Liability

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

FEDERAL CONTRACT PROVISIONS FOR A/E AGREEMENTS

ALL REFERENCES MADE HEREIN TO “CONTRACTOR”, “PRIME CONTRACTOR”, “BIDDER”, “OFFEROR”, AND “APPLICANT” SHALL PERTAIN TO THE ARCHITECT/ENGINEER (A/E).

ALL REFERENCES MADE HEREIN TO “SUBCONTRACTOR”, “SUB-TIER CONTRACTOR” OR “LOWER TIER CONTRACTOR” SHALL PERTAIN TO ANY SUBCONSULTANT UNDER CONTRACT WITH THE A/E.

ALL REFERENCES MADE HEREIN TO “SPONSOR” AND “OWNER” SHALL PERTAIN TO THE STATE, CITY, AIRPORT AUTHORITY OR OTHER PUBLIC ENTITY EXECUTING CONTRACTS WITH THE A/E.

ACCESS TO RECORDS AND REPORTS

Reference: 2 CFR § 200.333, 2 CFR § 200.336, and FAA Order 5100.38

The contractor must maintain an acceptable cost accounting system. The contractor agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

CIVIL RIGHTS – GENERAL

Reference: 49 USC § 47123

The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractor and sub-tier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

CIVIL RIGHTS – TITLE VI ASSURANCE

Reference: 49 USC § 47123 and FAA Order 1400.11

A) Title VI Solicitation Notice

The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

B) Title VI Clauses for Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

- 1) **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 2) **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- 3) **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- 4) **Information and Reports:** The contractor will provide all information and reports required by the Nondiscrimination Acts and Authorities, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- 5) **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
- 6) **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Nondiscrimination Acts and Authorities, and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

C) Title VI List of Pertinent Nondiscrimination Authorities

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

DISADVANTAGED BUSINESS ENTERPRISE

Reference: 49 CFR part 26

Contract Assurance (§ 26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (§26.29) - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) calendar days from the receipt of each payment the prime contractor receives from the Sponsor. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sponsor. This clause applies to both DBE and non-DBE subcontractors.

ENERGY CONSERVATION REQUIREMENTS

Reference: 2 CFR § 200, Appendix II (H)

Contractor and each subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 et seq).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

Reference: 29 USC § 201, et seq.

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Wage and Hour Division.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

Reference: 20 CFR part 1910

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

RIGHT TO INVENTIONS

Reference: 2 CFR § 200 Appendix II (F) and 37 CFR §401

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within in the 37 CFR §401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental or research work.

SEISMIC SAFETY

Reference: 49 CFR part 41

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard which provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a “certification of compliance” that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

TAX DELINQUENCY AND FELONY CONVICTION

Reference: Sections 415 and 416 of Title IV, Division L of the Consolidated Appropriations Act, 2014 (Pub. L. 113-76) and DOT Order 4200.6

Certification - The applicant represents that it is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

Certification - The applicant represents that it is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months. A felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

TRADE RESTRICTION CERTIFICATION

Reference: 49 USC § 50104 and 49 CFR part 30

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror:

- a) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);
- b) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R.; and
- c) has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- a) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
- b) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
- c) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

VETERAN'S PREFERENCE

Reference: 49 USC § 47112(c)

In the employment of labor (excluding executive, administrative, and supervisory positions), the contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$3,500

DISTRACTED DRIVING

Reference: Executive Order 13513 and DOT Order 3902.10

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$10,000

TERMINATION OF CONTRACT

Reference: 2 CFR § 200 Appendix II (B)

Termination for Convenience

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

Termination by Default

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating

the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

- a) Termination by Owner: The Owner may terminate this Agreement in whole or in part, for the failure of the Consultant to:
 - 1) Perform the services within the time specified in this contract or by Owner approved extension;
 - 2) Make adequate progress so as to endanger satisfactory performance of the Project;
 - 3) Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

- b) Termination by Consultant: The Consultant may terminate this Agreement in whole or in part, if the Owner:
 - 1) Defaults on its obligations under this Agreement;
 - 2) Fails to make payment to the Consultant in accordance with the terms of this Agreement;
 - 3) Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$25,000

DEBARMENT AND SUSPENSION

Reference: 2 CFR part 180 (Subpart C), 2 CFR part 1200, and DOT Order 4200.5

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must verify each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

- 1) Checking the System for Award Management at website: <https://www.sam.gov>.
- 2) Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
- 3) Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to tell a higher tier that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedy, including suspension and debarment.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$100,000

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

Reference: 2 CFR § 200 Appendix II (E)

1) Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2) Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3) Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any

other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4) Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

Reference: 31 U.S.C. § 1352 – Byrd Anti-Lobbying Amendment; 2 CFR part 200, Appendix II (J); and 49 CFR part 20, Appendix A

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

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

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

P

ROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$150,000**BREACH OF CONTRACT TERMS**

Reference: 2 CFR § 200 Appendix II (A)

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

CLEAN AIR AND WATER POLLUTION CONTROL

Reference: 2 CFR § 200 Appendix II (G)

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds \$150,000.

CONTRACT FOR ENGINEERING SERVICES
for
INSTALL AWOS & REPLACE BEACON
ANTHONY MUNICIPAL AIRPORT

This Contract, made and executed in duplicate this _____ day of _____, 2022, by and between the **CITY OF ANTHONY, KANSAS**, hereinafter called **OWNER**, party of the first part, and **EVANS, BIERLY, HUTCHISON & ASSOCIATES, P. A.**, Consulting Engineers, Marion, Kansas, hereinafter called **ENGINEER**, party of the second part.

The Project includes the Installation of a new AWOS and Relocation/Replacement of the Beacon at the Anthony Municipal Airport, Anthony, Kansas.

WITNESSETH; THAT in consideration of the mutual covenants herein contained, the **OWNER** hereby agrees to employ the **ENGINEER** to perform Engineering Services herein outlined and to make payment for these services as set forth below.

SECTION 1 - ENGINEERING SERVICES:

1.1. DESIGN ENGINEERING SERVICES

- 1.1.1. Consult with Utility Companies and provide information to them regarding the proposed construction.
- 1.1.2. Conduct Field Design surveys for the Project. Surveys shall locate existing utilities, facilities, and structures on the airport property within 100' of the Project or a distance adequate to provide a sound engineering design, if required.
- 1.1.3. Assist the **OWNER** in the preparation and submission of all forms, documents, and reports to comply with all conditions of the Federal Aviation Administration (FAA) grant assurances.
- 1.1.4. Design and prepare working drawings and specifications for the project in accordance with the **OWNER's** Federal Aviation Administration (FAA) grant assurances and KDOT Aviation requirements.
- 1.1.5. Review Preliminary plans with the **OWNER**. Submit two sets of preliminary (30%) plans and specifications for FAA coordination and review. Include Engineer's Design Report to include Safety Plan/Requirements for Contractor Safety Plan, Detailed Cost Opinion and description of all modifications to FAA Standard Specifications.
- 1.1.6. Review final plans and specifications with **OWNER**. Submit two sets for FAA review and approval. Include Safety Plan/Requirements for Contractor Safety Plan, Updated Cost Opinion (if changes occur) and Construction Observation Program (COP).
- 1.1.7. Assist in advertising the project to contractors. Provide bid documents to those Contractors interested at cost. Attend the bid letting, prepare Engineer's Estimate, assist and advise the **OWNER** in opening bids, awarding construction contract and contract preparation. Furnish Tabulation of Bids to **OWNER** and KDOT Aviation.
- 1.1.8. Assist **OWNER** in preparing and submitting reimbursement documents to KDOT Aviation.

1.2 CONSTRUCTION ENGINEERING SERVICES

- 1.2.1 Conduct a preconstruction conference with the **OWNER** and contractor. Assist the **OWNER** in obtaining DBE participation information from Contractor, if required.
- 1.2.2 Review submittals by the construction contractors.
- 1.2.3 Define all Project areas in the field.

- 1.2.4 Provide Construction Staking to the project.
- 1.2.5 Complete all Field Testing services required to evaluate the project for acceptance in accordance with the Project Specifications.
- 1.2.6 Prepare change orders for approval by the **OWNER**.
- 1.2.7 Create, review and validate the contractor's monthly and final payment requests and forward payment requests to the **OWNER**.
- 1.2.8 **ENGINEER** will make periodic and final site inspections and will provide contract document interpretations.
- 1.2.9 Assist the **OWNER** with all Grant and reimbursement paperwork.
- 1.2.10 Perform or arrange for all gradation and other related testing.
- 1.2.11 Maintain daily log of construction site to include work and quantity completed, materials used and test results.
- 1.2.12 The **ENGINEER** will provide a full-time competent Resident Project Representative (RPR) and such assistant RPR's as may be required on the work. The RPR and assistants will observe the work while construction is in progress. Construction services are based on 30 calendar days. The RPR shall not have responsibility for the superintendence of construction site conditions, operation, equipment, or personnel other than employees of the **ENGINEER**. The RPR will maintain a daily log of construction activities. Written construction progress reports will be furnished to the **OWNER**. Such construction observation does not guarantee the work of the contractor nor provide any control over the contractor's work method. The presence or absence of a construction observer does not relieve the contractor of his responsibility to properly prosecute the work nor does it relieve the contractor of his responsibility to properly prosecute the work nor does it relieve the contractor of his responsibility for safety at the work site.
- 1.2.13 Perform post construction activities to fully document work performed on the Airfield, and compliance with FAA Design guidelines.
- 1.2.14 Provide two sets of as-constructed drawings of the completed project to the **OWNER** and one additional set for the FAA. As well as submit updated ALP set to the FAA, if required due to geometric change to pavement or change in pavement markings.

1.3 PROJECT CLOSEOUT

- 1.3.1 To comply with Federal Regulation 49 CFR Part 18, the **OWNER** must submit required close-out documentation within 90 days from the final acceptance and project completion.
- 1.3.2 The **ENGINEER** will complete the closeout documentation for the **OWNER** within the required timeframe. This timeframe will commence on the date the project is accepted from the contractor.

1.4 CHANGES IN SERVICES

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

SECTION 2 - OWNER'S RESPONSIBILITIES

- 2.1 **OWNER** shall provide full information to **ENGINEER** concerning the PROJECT including all available plans, maps, plats, documents, grant conditions, other reports and correspondence, and the **OWNER's** recommendations.
- 2.2 **OWNER** shall examine and review the contract documents and inform **ENGINEER** regarding any decision thereto.
- 2.3 **OWNER** shall pay **ENGINEER** at monthly intervals for Engineering Services under this contract based on the actual work completed according to the following schedule:

- 2.3.1 For services under paragraphs 1.1
(Design Engineering)

The **OWNER** agrees to pay the **ENGINEER** a Fixed Lump Sum Payment of **\$ 25,000.00**. The actual costs were estimated in conformity with the cost principles established in the U.S. Department of Transportation, Federal Aviation Administration Advisory Circular No. 150/5100-14c, Part 4-5. This will be the total compensation for the scope of work outlined in this contract except by supplementary contract by the parties hereto with prior approval by the FAA.

- 2.3.2 For services under paragraphs 1.2
(Construction Engineering Services)

The **OWNER** agrees to pay the **ENGINEER** actual cost, plus a net fee for profit of **\$ 1,500.00**. The actual cost shall be incurred in conformity with the cost principles established in the U.S. Department of Transportation, Federal Aviation Administration Advisory Circular No. 150/5100-14c, Part 4-4. The maximum total compensation for Section 1.2, Construction Services, shall not exceed **\$ 20,500.00** except by supplementary contract by the parties hereto with prior approval by the FAA.

- 2.3.3 For services under paragraphs 1.3
(Project Closeout Services)

The **OWNER** agrees to pay the **ENGINEER** a Fixed Lump Sum Payment of **\$ 5,000.00**. The actual costs were estimated in conformity with the cost principles established in the U.S. Department of Transportation, Federal Aviation Administration Advisory Circular No. 150/5100-14c, Part 4-5. This will be the total compensation for the scope of work outlined in this contract except by supplementary contract by the parties hereto with prior approval by the FAA.

- 2.3.4 For services under paragraph 1.4. As set forth in the Contract for additional services.

SECTION 3 - THE PARTIES HERETO MUTUALLY AGREE:

- 3.1 The **ENGINEER** agrees to commence work in accordance with the terms of this contract within seven (7) calendar days from the date of notice to proceed.
- 3.2 The **ENGINEER** agrees to complete the preparation of construction drawings and specifications for the Project improvements and assist with the Bid Opening and award documentation to match the timelines for the corresponding FAA project at the airport in an effort to have both projects do not conflict during construction
- 3.3 This contract and all contracts entered into under the provisions of this contract shall be binding upon the parties hereto and their successors and cannot be assigned without written consent of the **OWNER**.
- 3.4 The right is reserved by the **OWNER** to terminate all or part of this Contract at any time upon written notice to the **ENGINEER**. Such notice shall be sent not less than ten (10) days written notice in advance of the effective date of such termination received by all parties to this Contract.

- 3.5 The **ENGINEER** may terminate this Contract, in the event of substantial failure of other parties to perform in accordance with the terms hereof, upon ten (10) days written notice in advance of the effective date of such termination received by all parties to this Contract.
- 3.6 In the event the Contract is terminated by the **OWNER** without fault on the part of the **ENGINEER**, the **ENGINEER** shall be paid for the work performed or services rendered under the payment section of this Contract.
- 3.7 In the event the services of the **ENGINEER** are terminated by the **OWNER** for fault including but not limited to: Unreasonable delays in performance; failure to respond to **OWNER** requests; and/or unsatisfactory performance on the part of the **ENGINEER**, the **ENGINEER** shall be paid the reasonable value of the services performed or rendered and delivered to the **OWNER** up to the time of termination. The value of the services performed, rendered and delivered will be determined by a Review Committee comprising of a maximum of two (2) representatives from each of the Contract parties. The **OWNER** and **ENGINEER** shall submit pertinent information to the Review Committee for resolution.
- 3.8 The **OWNER**, the Federal Aviation Administration, the Comptroller General of the United States, or any of the duly authorized representatives shall have access to any books, documents, papers, and records of **ENGINEERS** directly pertinent to a specific grant program, for the purpose of making audits, examinations, excerpts, and transcriptions. The **ENGINEER** shall maintain all required records for three (3) years after the **OWNER** makes final payment and all other pending matters are closed. These records must include construction diaries, official correspondence with the contractor, change orders, test data, weigh tickets, survey data, and all other basis for determining as constructed and pay quantities, notices-to-proceed, stop orders, and specifications compliance data.
- 3.9 In the event of the **ENGINEER'S** noncompliance, violation or breach of contract terms, the **OWNER** may impose such contract sanctions as the **OWNER** may determine to be appropriate, including, but not limited to,
- 3.8.1 Withholding of payments to the **ENGINEER** under the Contract until the **ENGINEER** complies, and/or
- 3.8.2 Cancellation, termination or suspension of the contract, in whole or in part.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed on the date written above.

ENGINEER
EVANS, BIERLY, HUTCHISON
& ASSOCIATES, P. A.
Consulting Engineers
 Marion, Kansas

OWNER
CITY OF ANTHONY, KANSAS

By: _____
 Vice-President

By: _____
 Mayor

Attest: _____
 City Clerk

Attachment 1

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

SECTION 1: Scope of Work

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

SECTION 2: Access to Site

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

SECTION 3: Standard of Care

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

SECTION 4: Construction Methods and Job Site Safety

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

SECTION 5: Certifications, Guarantees, and Warranties

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

ATTACHMENT 1

Evans, Bierly, Hutchison & Associates, P.A. 2021 Labor Rate Table

I. Hourly and Material Fees:

These rates and fees are subject to change on a semi-annual basis or as necessary due to changes in fuel prices and/or other economic conditions.			
Labor Rates:			
Principal	\$135.00/hour	Project Supervisor	\$100.00/hour
Project Engineer	\$125.00/hour	Project Supervisor – GPS	\$120.00/hour
Design Engineer	\$85.00/hour	Project Supervisor – Staking	\$135.00/hour
Engineering Technician II	\$75.00/hour	Survey II	\$85.00/hour
Engineering Technician I	\$65.00/hour	Survey II – GPS	\$105.00/hour
Secretary	\$45.00/hour	Survey II – Staking	\$120.00/hour
		Survey I	\$75.00/hour
		Survey I – GPS	\$95.00/hour
		Survey I – Staking	\$110.00/hour
Expenses:			
Mileage	Government rate + \$ 0.02/mile		
Meals	\$ 37.00/diem		
	\$ 10.00 – Breakfast		
	\$ 12.00 – Lunch		
	\$ 15.00 – Dinner		
Lodging	Cost		
Direct Expenses	Cost		
The survey crew rates include vehicles, electronic surveying equipment, global positioning units and associated equipment. The hourly rate is from portal to portal. Special monumentation required is billed at cost, supported by copies of materials invoice.			

To: City Commissioners
From: Cyndra Kastens

Re: City Clerk/Administrator Report
12/6/22

City Employee Christmas Party – Friday December 16th, 2022 - 6:30 P.M. – Municipal Hall

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 from November 15, 2022
2. Special Appropriations:
 - Fund #79 Sewer Imp - EBH \$2,150.00 Construction Inspection and Engineering Cell One
 - Fund #30 Mun. Eq. Fire - Weis Fire \$4,378.90 Assessment Costs for Elect Probs on Rescue Truck
3. Appropriation Ordinance No #6124 \$210,446.84
4. Approve 11.22.2022 Payroll \$112,592.45
5. Approve Christmas Bonus Payroll \$3,235.15
6. Approve 12.06.2022 Payroll \$60,117.35
7. Approve SLRF Drawdown #11 WWTF Cell 1 Repair C20-3005-01 \$2,150.00

Note: the approval of the drawdown for the final EBH bill on the repair of Cell 1 on the sewer lagoons. I need to double check any final expenditures to close out this loan but at present, we are approximately \$270,000 under budget. I don't want to say this is final yet but once I have made those verifications, it does appear that we are not going to have to borrow as much money as the original loan/project amount was \$1,117,400 and with this EBH bill we will have only spent \$845,489.44.

PUBLIC HEARINGS - NONE

REGULAR BUSINESS

8. Approve FY24 Airport CIP - Darin Neufeld

Darin Neufeld with EBH will be here to present the FY24 Airport CIP (Capital Plan). He will have copies of the CIP at the meeting. We will meet with the airport board prior to that. Commissioners Smith and Hodson are the airport Commissioners. If either of you would like to attend that meeting, it is December 6th at 4:30 p.m.

9. Approve EBH Turf Rehabilitation Contract - Darin Neufeld

If you recall, EBH was the approved consultant for the next five airport projects. Therefore, Darin will also be here to present the contract for engineering services for both the AWOS & Beacon KDOT grant and the FY23 Turf Runway Rehabilitation Grant. We already had the predesign meeting with FAA for

To: City Commissioners
From: Cyndra Kastens

Re: City Clerk/Administrator Report
12/6/22

the turf rehab, a copy of those meeting notes showing the scope of work and the timeline for completion is attached in this packet.

10. Approve EBH AWOS & Beacon Contract for KDOT AV-2013-17 Grant - Darin Neufeld

11. Salt Plains Outfitters Development - Grant Wisenbaker

Last spring, I reported to the commission that Salt Plains Outfitters was interested in building some houses out by their hunting lodge, just inside the line on city property. They also had an interest in coordinating some land with the archery range. At that time, I told Mr. Wisenbaker to visit with Mr. Elmore and the archery range folks to see if there were any mutual considerations that could be made. I will contact John prior to the meeting to see what was said there but it doesn't sound like a mutual decision was reached. Mr. Wisenbaker can update us as well as to what he is requesting at this time, but he has asked to be on the agenda to discuss his proposal for moving forward. He will be presenting his proposal Tuesday night.

12. **UNTABE - PRIDE Fundraiser Use of Municipal Hall and Waiver of Fees Feb. 3rd & 4th. - Autumn Kloefkorn

PRIDE would like to request the use of Municipal Hall and a waiver of fees for their fundraiser on Feb. 3rd & 4th. I will not have the ordinance ready at this meeting to allow sales of CMB at the Hall, we are still working out legal details. The Commission could still approve the use of the building and the fee waiver at this time to allow PRIDE to keep going.

13. Municipal Hall Event Insurance

The Commission also asked me to investigate our insurance coverage and how that would stand if we started to allow CMB or liquor sales at the Hall. Our agent replied with the following:

"...the Hold Harmless language (on the rental forms) leaves much to be desired in its ability to hold up in court and protect the city should a suit arise. As such, we highly recommend adding language to the rental agreements that any lessee of the building provide event coverage that includes liquor liability insurance if they want to serve alcohol. The lessee should also provide a certificate of insurance that names the City of Anthony as an additional insured. Also, if someone is hired to tend bar, they should also provide a certificate of insurance to the City as well."

We will need to discuss this information as to whether the commission wants to start requiring event insurance every time someone rents the Hall or only when alcohol is served/sold.

14. Open Bids for Police Department Paint Renovation

15. Compensation Study

To: City Commissioners
From: Cyndra Kastens

Re: City Clerk/Administrator Report
12/6/22

Admin's Report: (Sorry, it's a short report. I went to CHS to watch basketball tonight and it's late right now so just hurrying to get this out.)

1. BASE Grant/Sunrise 2nd – As you know, we are continuing to work on the design details of this project. The engineers, based upon our phone discussion and unanimous commission guidance, are moving forward with designing a smaller pump station on the south end of Sunrise 2nd in order to provide city sewer to all residential lots. We do not know how this will affect funding or overall project dollars/grant availability until we bid out both the Anthony and Harper projects and determine what kind of funds may or may not still be available. Worst case scenario, if there is not enough funding, the city does not have to install this portion upfront and could do so later depending on interest. That is the hope anyway, EBH will present final options when they have a draft to bring to the commission to discuss together.
2. Rural Champions Grant – Cheryl has made many local meeting connections to date with attentions turning now to data collection and housing assessment tool completion. The state still has not released the latest version of the housing assessment tool. However, the two rural champions in Kansas working on housing (Cheryl is one of them) will be receiving the release first.
3. Active Shooter Drill at PHC – The City of Anthony Police Department, City Administrator, and several COA Fireman participated in the active shooter drill at Patterson Health Center on November 29th. This was a great learning exercise for all of our county emergency responders and PHC staff to participate in.
4. County ID Park Water Service – I met with the County Commission on November 28th and the County Engineer working on the drainage at the ID Park on the 30th. The engineer will be coordinating a drainage plan and accommodating the water lines for the park. He will be getting me some final information in regard to location of the water meters which at present, does look like we will install it on the west of the road. The county has agreed to let us use our backhoe to install it in the road (instead of renting an excavator) and they will take care of adding a little fill and smoothing it out later after it has settled. This is the direction at present.
5. Department Activities: Randy will have his report for you at the meeting.

(For some reason we are not getting weekly reports anymore from the departments. This could be because they are meeting with Randy now in the mornings. I will investigate this and have Randy start reporting department updates if that is the case.)

To: City Commissioners
From: Cyndra Kastens

Re: City Clerk/Administrator Report
12/6/22

11/14/22 – 12/4/22

Water/Wastewater Weekly Report
11/14/22 – 12/4/22

Power Plant Weekly Report
11/14/22 – 12/4/22

Electric Line Weekly Report
11/21/22:

Took down American Flags.

Removed plastic wrap from primary line south of Family Dollar.

Hung a utility light at 403 W. Hayes.

Replaced a 5 KVA transformer 9 miles East and 8.5 miles South.

Hung 53 Door Knockers.

Attended a KEC safety meeting over Transformer Connections.

Had an outage at 422 SW. 30 Rd. Cause was a bad breaker on customers side.

Replaced light ballast at the Municipal Hall.

Rebuilt the pole claw cylinder on the old bucket.

Just Reads

Locates

11/28/22

Had an employee meeting over rate study.

Took down electric service at 318 S. Lincoln for demolition.

Took down triplex at 264 SE 30 Rd. for demolition.

Reconnected electric meter loop at 402 S. Franklin.

Replaced bad electric meter 5 miles west and 5 miles north.

Refused 2 transformers.

Had a report of tree on triplex at 211 S. Madison

Staked primary line 2 miles east and 1 mile south.

Rekeyed the door to Santa's House.

Wired up a new truck lift in the mechanic shop.

Had an outage at 144 NW 40 Ave. Cause from strong wind.

Had a report of tree on triplex at 408 N. Anthony. Cause from strong wind.

Locates

Just Read Orders

Turn On/Off Orders

Mechanic's Weekly Report
11/14/22 – 12/4/22

To: Anthony City Commission

Re: Chief of Police report

From: Kenny Hodson

Date: 12-06-2022

We investigated a domestic disturbance in the 1000 block of N. Jennings and arrested Larry Wilson for domestic Battery

We investigated a domestic disturbance in the 700 Block of N. Bluff

We investigated a battery case in the 300 block of east Main

We investigated a theft in the 100 block of N. LL&G

We investigated a theft in the 500 block of E. Main

We investigated one minor traffic accident