



City Commission Regular Meeting

Tuesday, November 16, 2021 at 6:00 PM
Commission Chambers, 124 S Bluff, Anthony, KS 67003

AGENDA

OPENING

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

PUBLIC COMMENT

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

CONSENT AGENDA

1. Approve Minutes - Regular Meeting of November 2, 2021
2. Special Appropriations -
Airport Capital Fund #34 - EBH Demilition work for DLS \$70,775.00
3. Appropriation Ordinance No. 6100 \$359,667.08
4. Approve 11.09.2021 Payroll \$50,309.73
5. Municipal Court Report October 2021
6. Airport Rescue Grant Agreement 3-20-0002-014-2022 \$22,000

PUBLIC HEARINGS - NONE

REGULAR BUSINESS

7. Swearing In of Elected Officials
8. Bid Opening - RV Dump Water Materials at 6:05 p.m.
9. Golf Course Irrigation Tank Line Installation
10. Electric Distribution Operating Plan Presentation
11. Gilchrist - 432 S Anthony

- 12. Review of Dangerous/Unsafe Properties
- 13. Security System Equipment Bid Opening Tabulation Presentation
- 14. Anthony Fire Department Request \$1,000 for Annual Christmas Dinner
- 15. LL&G Drainage Clean Up

STAFF REPORTS

- [16.](#) Administrator Report
- [17.](#) Chief of Police report

EXECUTIVE SESSION

- 18. Executive Session to Discuss Staffing/Personnel Pursuant to “Personnel Matters of Non-Elected Personnel, K.S.A. 75-4319 (b) (1).”

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 02, 2021 at 6:00 PM
Commission Chambers, 124 S Bluff, Anthony, KS 67003

MINUTES

OPENING

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

PRESENT

Mayor Greg Cleveland
Commissioner Sherrie Eaton
Commissioner Eric Smith

City Administrator Cyndra Kastens, Police Chief Kenny Hodson, Deputy City Clerk Sherri Miller, Water/WW Dept Head Terry Stark, Isaac Shue, Juliana Whisman, Mason Allman, Creighton and Teresa Cullop, and George Gilchrist.

ABSENT

Commissioner Jan Lanie
Commissioner Kenny Hodson Jr.

- Approval of Agenda

A motion was made to approve the agenda.

Motion made by Mayor Cleveland, Seconded by Commissioner Smith.

Voting Yea: Mayor Cleveland, Commissioner Eaton, Commissioner Smith

PUBLIC COMMENT - NONE

CONSENT AGENDA

1. Approve Minutes - Regular Meeting of October 19, 2021
2. Appropriation Ordinance No. 6099 \$106,380.73
3. Payroll \$53,174.06

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

Motion made by Mayor Cleveland, Seconded by Commissioner Smith.

Voting Yea: Mayor Cleveland, Commissioner Eaton, Commissioner Smith

PUBLIC HEARINGS

4. Finding of Facts and Order - Resolution 1094 for 206 E. Main Allman 2021 6:05 p.m.

Mason Allman was present to request additional time for repairs on the structure at 206 E Main.

ORDER AND RESOLUTION NO. 1094 CITY OF ANTHONY, KANSAS IN THE MATTER OF: Mason S. Allman, owner of the real estate located at 206 E. Main, in the city of Anthony, more particularly described as: LOT FOUR (4) IN BLOCK FIFTY-ONE (51) IN THE CITY OF ANTHONY, HARPER COUNTY, KANSAS. Upon hearing the evidence presented and statements made, it is hereby resolved and ordered as follows: In the interest of public safety, the owner shall:

1. Total restrict access to the structure upon the real estate described above with the exceptions of the City Public Officer and agents of the City of Anthony and contractors who are engaged in the repair of the structure.
2. The City Commission finds the back portion of the property that has collapsed is dangerous, unsafe, and unfit for human use or habitation and requires the owner, within the time specified in the order, to repair or demolish such structure by December 7, 2021.
3. The owner shall bear full responsibility for any and all expenses associated with repair and/or demolition of the structures, as well as those necessary to render the premises secure and safe.
4. In the event of demolition or removal of the structure, the owner, at owner's sole expense, shall fill any basement or other excavation, and take any other action necessary to leave the premises in a level and safe condition.
5. Written Findings of Fact have been made contemporaneously herewith and are incorporated by reference herein.
6. Nothing in this order or Findings of Fact may be construed as infringing upon the City of Anthony or its Commission's right, obligation and responsibility to take any action it deems necessary to protect the safety of the public as it relates to the real estate described above or any structures located thereon.

Adopted by the Anthony City Commission this 2nd day of November, 2021.

A motion was made to approve Findings of Facts and Order - Resolution No. 1094 with a deadline to show progress by December 7, 2021.

Motion made by Mayor Cleveland, Seconded by Commissioner Eaton.

Voting Yea: Mayor Cleveland, Commissioner Eaton, Commissioner Smith

5. Ordinance No. 2861 Floodplain Management 6:10 p.m.

Admin Kastens reported on Floodplain Management Ordinance G-2861 which repeals and replaces Ordinance G-2754. After review of the updates, a motion was made to adopt Ordinance G-2861.

Motion made by Mayor Cleveland, Seconded by Commissioner Eaton.

A roll call vote was taken as follows: Mayor Cleveland-yea, Commissioner Eaton-yea, Commissioner Smith-yea. Motion carries.

REGULAR BUSINESS

6. Harper County Communities Branding/Logo - Creatives Commission

Isaac Shue and Julianna Whisman were present representing the Harper County Creatives Commission, which is a group of local artists that have come together to create a branding/logo that they hope people will feel represents all the citizens of Harper County as one united community. They are excited about the design which represents many local things about our location. The Commission shared the excitement and support of their work.

7. Gilchrist - 432 S Anthony

George Gilchrist was present to report repair progress since the last meeting, at 432 S Anthony. Chief Hodson presented the Commission with pictures from 10/29/21 and 11/2/21 showing some demo/construction on the house. Chief Hodson will give a progress report at the November 16, 2021 Commission Meeting. Mr. Gilchrist was informed that inspections from the City Office are required before any walls are covered up.

8. Electric Distribution Operating Plan Presentation

Tabled until the next meeting of November 16, 2021.

9. The Lake Town Trail

Admin Kastens presented the Lake Town Trail plan to the Commission. The plan is a 3-phase project and Admin Kastens was requesting the Commissions support to officially work on the 1st phase which connects Anthony to the lake via a concrete walking path. The Commission discussed the trail and the need to cross two pieces of ground to make it possible. The Admin will keep working on the project.

10. Planning Commission Recommendation to appoint Megan McCaslin to fill a 3-year term expiring on 8/2024

A motion was made to appoint Megan McCaslin to the Planning Commission to fill a 3-year term expiring on 8/2024.

Motion made by Mayor Cleveland, Seconded by Commissioner Smith.

Voting Yea: Mayor Cleveland, Commissioner Eaton, Commissioner Smith

11. Christmas Celebration and Service Awards

A motion was made to approve a \$100 Christmas Bonus per employee for the annual Christmas Party. The party will be December 10, 2021 in the evening at the Municipal Hall.

Motion made by Commissioner Smith, Seconded by Mayor Cleveland.

Voting Yea: Mayor Cleveland, Commissioner Eaton, Commissioner Smith

STAFF REPORTS

12. Administrator Report

The Admin provided a written report on Airport demolition, Security Camera Equipment Bids, Anthony Lake Board, 112 S Jennings demolition, County/Community Wide Eco Devo Video, #HPCOSTRONG, Atmos Energy, Staffing and other department activities.

13. Chief of Police report

We investigated a domestic disturbance in the 500 Block of S. Kansas and arrested Brenton Cessna for domestic battery

We took a theft report from the 600 Block of E. Main

We arrested Sophie Francis for driving while intoxicated

We investigated a domestic disturbance in the 500 block of S. Bluff and arrested Brandon Brooks for domestic battery and battery

We investigated a criminal damage to property case at the Cities substation

We arrested Ciara Hoy for driving with no DL and expired tag

We investigated a disturbance in the 300 block of N. Penn and arrested Charles Lynn Mayo, Toby Beye and Melany Page for battery

We took a child into protective custody and placed her out of the home

EXECUTIVE SESSION

14. Executive Session to Discuss Staffing/Personnel Pursuant to “Personnel Matters of Non-Elected Personnel, K.S.A. 75-4319 (b) (1).”

At 7:30 p.m., Mayor Cleveland made a motion to go into Executive Session for fifteen minutes until 7:45 p.m. to discuss Staffing/Personnel Pursuant to “Personnel Matters of Non-Elected Personnel, K.S.A. 75-4319 (b) (1).” Commissioner Smith seconded the motion. Motion carried 3-0. The Commission chambers were cleared with the Commissioners and City Administrator remaining present.

At 7:45 p.m., Mayor Cleveland called the regular meeting back to order. No binding action was taken.

ADJOURNMENT

A motion was made to adjourn the regular meeting.

Motion made by Mayor Cleveland, Seconded by Commissioner Smith.

Voting Yea: Mayor Cleveland, Commissioner Eaton, Commissioner Smith

Gregory Cleveland, Mayor

Cyndra Kastens, City Clerk/Administrator

ANTHONY MUNICIPAL AIRPORT - Demolition & Site Clearing Runway 36 RPZ (AIP #3-20-0002-012)							11/15/2021
Pay Estimate 1							
ITEM	Unit	Unit Price	Contract Quantity	Price	Constructed Quantity	Price	Const this Period Quantity
Base Bid							
1 Mobilization	LS	\$2,500.00	1	\$2,500.00	1	\$2,500.00	0
2 Demolish Building 1 – House	ea	\$10,000.00	1	\$10,000.00	1	\$10,000.00	1
3 Demolish Building 1 – House Foundation	Ea	\$4,000.00	1	\$4,000.00	1	\$4,000.00	1
4 Demolish Building 2 – Quonset Shed	ea	\$8,500.00	1	\$8,500.00	1	\$8,500.00	1
5 Demolish Building 2 – Quonset Shed Foundation	Ea	\$3,000.00	1	\$3,000.00	1	\$3,000.00	1
6 Demolish Building 3 – Livestock Shelter	ea	\$2,000.00	1	\$2,000.00	1	\$2,000.00	1
7 Demolish Building 4 – Storage	ea	\$1,000.00	1	\$1,000.00	1	\$1,000.00	1
8 Demolish Building 5 – Livestock Shelter	ea	\$2,500.00	1	\$2,500.00	1	\$2,500.00	1
9 Demolish Building 6 – Barn	ea	\$3,000.00	1	\$3,000.00	1	\$3,000.00	1
10 Demolish Building 7 – Grain Storage	ea	\$2,500.00	1	\$2,500.00	1	\$2,500.00	1
11 Demolish Building 8 – Grain Storage	ea	\$2,500.00	1	\$2,500.00	1	\$2,500.00	1
12 Demolish Building 9 – Grain Storage	ea	\$2,500.00	1	\$2,500.00	1	\$2,500.00	1
13 Demolish Building 10 – Antenna Tower	ea	\$1,000.00	1	\$1,000.00	1	\$1,000.00	1
14 Misc Demo – Miscellaneous Demolition	LS	\$5,000.00	1	\$5,000.00	1	\$5,000.00	1
15 Remove Trees	LS	\$10,000.00	1	\$10,000.00	1	\$10,000.00	1
16 Remove Chainlink Fence	LS	\$1,000.00	1	\$1,000.00	1	\$1,000.00	1
17 Seeding	acre	\$7,500.00	1	\$7,500.00	1	\$7,500.00	1
18 12" Biologs	LF	\$150.00	40	\$6,000.00	40	\$6,000.00	40
				\$74,500.00	\$74,500.00		
				\$77,975.00	\$74,500.00		

Total Due Contractor from Construction

\$74,500.00

Retainage

5.0% \$ 3,725.00

Stored Material

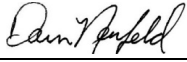
\$ -

Previously Paid

\$ -

Amount Due This Pay Estimate

\$ 70,775.00



11/15/2021

EBH Engineering

Date

DLS

City of Anthony

Date

Stored Material%UsedTotal InvStored Mat Credit

0%

\$ -

\$ -

0%

\$ -

\$ -

BALANCE SHEET

CALENDAR 11/2021, FISCAL 11/2021

ACCOUNT NUMBER	ACCOUNT TITLE	PTD BAL.	YTD BAL
01-00-0010	GENERAL OPERATING	26,563.17-	1,097,170.22
02-00-0010	WATER	56,240.13	1,104,652.86
03-00-0010	ELECTRIC	61,957.45	3,681,632.91
04-00-0010	SALES TAX & STATE FEES	7,782.21	38,554.11
05-00-0010	SEWAGE DISPOSAL	28,084.56	318,940.39
10-00-0010	EMP INSURANCE/BENEFIT	840.81-	147,657.96
12-00-0010	AIRPORT	2,685.24-	196,516.36
14-00-0010	INDUSTRIAL DEVELOPMENT	23.16-	22,776.42
16-00-0010	SERVICE DEPOSIT	1,660.00-	72,008.23
17-00-0010	SPECIAL STREETS & HIGHWAY	1,930.04-	166,061.48
18-00-0010	PUBLIC RELIEF		26,670.45
19-00-0010	WATER UTILITY RESERVE		103,333.10
21-00-0010	WWTF LOAN 2000		229,071.84
23-00-0010	WATER DEBT SVC RESERVE S2013		116,721.29
24-00-0010	BOND & INTEREST	1,157.10	16,983.70
25-00-0010	LIBRARY		644.00
26-00-0010	RECREATION COMMISSION	1,209.14-	85,168.90
29-00-0010	RECREATION	2,908.26	6,441.32
30-00-0010	MUNICIPAL EQUIPMENT RESERVE		104,728.39
32-00-0010	SPECIAL PARKS & RECREATION	120.96-	20,958.06
34-00-0010	CAPITAL IMPROVEMENT	72,217.69-	1,093,818.50
37-00-0010	GO BONDS S2010 POOL		8,868.23
40-00-0010	ELECTRIC UTILITY RESERVE	48,437.67-	1,586,579.33
41-00-0010	EL UTIL S2017 REV BOND		1,191,442.68
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		170,895.63
60-00-0010	INSURANCE PROCEEDS	2,225.00-	
71-00-0010	CASH CONTROL		157,950.48
75-00-0010	COSTS OF ISS.ELEC BONDS 2013		2,421.53
81-00-0010	WASTEWATER LAGOON CLEANING		159,200.00
82-00-0010	WATER/EQUIPMENT REPLACEMENT		67,962.03
83-00-0010	ELECTRIC/EQUIP REPLACEMENT		1,897,959.53
85-00-0010	SEWER/EQUIPMENT REPLACEMENT		6,454.04
89-00-0010	TRANS GUEST APPROVED	11,500.00-	120.94
96-00-0010	WAYNE DENNIS FUNDS	15,768.92-	31,928.92
97-00-0011	DT REVIT. REVOLVING LOAN		.56
98-00-0010	TRANSIENT GUEST TAX	1,459.98	10,558.61
		=====	=====
	PROOF	25,592.11-	14,987,891.85
		=====	=====

CLAIMS REPORT

Check Range: 11/04/2021-11/17/2021

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
GENERAL OPERATING					
ADVANCED COMPUTERS	PD HELP WITH PDF/FOLDERS/CASE		112.50	45667	11/17/21
AFLAC	OCT BILL DUE NOV		256.49	1249209	11/16/21
AMAZON CAPITAL SERVICES	BENCH GRINDER STAND		17.40	45668	11/17/21
ANTHONY FARMERS COOP	TIRE REPAIR/GLOVES		114.30	45670	11/17/21
ANTHONY REPUBLICAN	3RD QT TREASURE/LIAB & OBLI RT		233.15	45672	11/17/21
ATMOS ENERGY	4033846667 MUN. HALL NAT. GAS		291.44	45673	11/17/21
COMPLIANCE ONE	OCT'S MONTHLY CHARGRE		7.50	45719	11/17/21
JAMIE DEVINEY	CLERK SCHOOL MILEAGE		37.52	45679	11/17/21
DUE SOUTH PROF. LAND SURV. INC	CELL TOWER EASEMENT		300.00	45680	11/17/21
EDELMAN-LYON COMPANY	HALL HANDICAP ACCESS BUTTON		1,375.30	45682	11/17/21
GENE'S HEARTLAND GOODS	CLEANING SUPPLIES/TIOLET PAPER		61.72	45686	11/17/21
GREAT-WEST FINANCIAL	11/9/21 PR		306.60	1249206	11/16/21
JOHN W HASKINS	SIDEWALK N ANTHONY		1,600.00	45687	11/17/21
HAZEL'S SHEET METAL INC	FILTERS		222.54	45688	11/17/21
HOME LUMBER & SUPPLY INC	NE DOOR LOCK,KEYS		122.43	45689	11/17/21
IRS PAYROLL TAXES	11/9/21 PR		3,099.30	1249208	11/16/21
JUSTICE BATTERY CO.	BLOWER PARTS		27.00	45691	11/17/21
KANSAS STATE TREASURER	OCT COURT FEES		822.50	45695	11/17/21
KPERS	11/9/21 PR		2,198.01	1249207	11/16/21
KS DEPT OF REV-WITHHOLDING	11/9/21 PR		468.85	1249205	11/16/21
LARRY'S HOMETOWN MKT.	DOG FOOD/SUPPLIES		145.39	45699	11/17/21
HERMAN MANNING	1 DOG PICKUP		10.00	45700	11/17/21
SHERRI MILLER	WICHITA-CLERK SCHOOL MILEAGE		19.04	45702	11/17/21
NAPA AUTO PARTS ANTHONY	#42 STREET SWEEPER PARTS		478.55	45703	11/17/21
OFFICE PLUS OF KANSAS	PAPER,PENS,ENVELOPES		84.87	45704	11/17/21
PAVEMENT MAINTENANCE PRODUCTS	COLD PATCH		669.20	45705	11/17/21
PHIL'S REPAIR	POLICE CAR WASH		56.50	45707	11/17/21
STRONG'S INSURANCE, INC.	COMM PROPERTY INS		7,284.19	45718	11/17/21
TERMINIX PROCESSING CENTER	HALL PEST CONTROL		72.84	45721	11/17/21
UNIFIRST CORPORATION	EMPLOYEE UNIFORMS 10/28 & 11/4		61.84	45723	11/17/21
KU EDWARDS CAMPUS	KENNY HODSON TRAINING		35.00	45724	11/17/21
US BANK VOYAGER FLEET SYS	FUEL/GAS		2,356.63	45725	11/17/21
VISA	MITCHELL TOOL	62.84		1249211	11/16/21
VISA	EATON LKM CONF	82.08	144.92	1249212	11/16/21
WYATT TRASH SERVICE INC	MUNICIPAL HALL		276.00	45727	11/17/21

01 GENERAL OPERATING TOTAL 23,369.52

WATER					
ADVANCED COMPUTERS	OFFICE FUELMASTER/GWORKS		75.00	45667	11/17/21
AFLAC	OCT BILL DUE NOV		137.79	1249209	11/16/21
AMAZON CAPITAL SERVICES	GARAGE DOOR OPENERS & BATTERIE		73.02	45668	11/17/21
ANTHONY FARMERS COOP	WATER DIST. DIESEL FUEL		672.02	45670	11/17/21
ANTHONY REPUBLICAN	3RD QT TREASURE/LIAB & OBLI RT		80.50	45672	11/17/21
ATMOS ENERGY	3018386532 WATER DIS. NAT. GAS		165.50	45673	11/17/21
BILL'S GENERAL REPAIR LLC	ALIGN FRONT #22		50.00	45674	11/17/21
CAMPSPOT	OCT MARKET PLACE FEES		136.23	45676	11/17/21
CCMFOA OF KANSAS	DUES FOR SHERRI & CYNDRY 2022		75.00	45675	11/17/21
CITY OF ANTHONY	WATER INT ON DEPOSITS		8.46	45677	11/17/21
COMPLIANCE ONE	OCT'S MONTHLY CHARGRE		3.75	45719	11/17/21
CORE & MAIN LP	CONCRETE BLADE		112.50	45678	11/17/21
JAMIE DEVINEY	CLERK SCHOOL MILEAGE		37.52	45679	11/17/21
FARM & RANCH INC	TODD BOOTS		129.32	45684	11/17/21

CLAIMS REPORT

Check Range: 11/04/2021-11/17/2021

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
GALAXIE BUSINESS EQUIPMENT INC	SHREDDER SERVICE		60.00	45685	11/17/21
GENE'S HEARTLAND GOODS	CLEANING SUPPLIES/TIOLET PAPER		11.76	45686	11/17/21
GREAT-WEST FINANCIAL	11/9/21 PR		41.48	1249206	11/16/21
HAZEL'S SHEET METAL INC	BALL VALVE		35.09	45688	11/17/21
HOME LUMBER & SUPPLY INC	LOCKS CEMENT		228.60	45689	11/17/21
IRS PAYROLL TAXES	11/9/21 PR		1,741.54	1249208	11/16/21
ITRON, INC	HRDWR/SFTWR MAINTENCE		828.81	45690	11/17/21
KANSAS ONE-CALL SYSTEM, INC.	LOCATES-AUGUST		44.40	45694	11/17/21
KONICA MINOLTA BUSINESS SOLUTI	COPIER CONTRACT		13.98	45697	11/17/21
KPERS	11/9/21 PR		1,226.93	1249207	11/16/21
KS DEPT OF REV-WITHHOLDING	11/9/21 PR		264.16	1249205	11/16/21
LARRY'S HOMETOWN MKT.	OFFICE TRASH BAGS		4.85	45699	11/17/21
SHERRI MILLER	WICHITA-CLERK SCHOOL MILEAGE		19.04	45702	11/17/21
NAPA AUTO PARTS ANTHONY	PARTS/SUPPLIES		156.46	45703	11/17/21
OFFICE PLUS OF KANSAS	PAPER		35.90	45704	11/17/21
PHIL'S REPAIR	WATER CAR WASH		6.75	45707	11/17/21
PITNEY BOWES INC	POSTAGE MACHINE LEASE		45.49	45706	11/17/21
POSTMASTER	POSTAGE FOR BILLS DUE DEC 10TH		137.50	45708	11/17/21
RURAL WATER DISTRICT #2	CAMPGROUNDS LAKE		289.20	1249210	11/16/21
SALINA SUPPLY CO.	MARKING PAINT		425.12	45711	11/17/21
STRONG'S INSURANCE, INC.	COMM PROPERTY INS		7,356.50	45718	11/17/21
UNIFIRST CORPORATION	EMPLOYEE UNIFORMS 10/28 & 11/4		39.94	45723	11/17/21
US BANK VOYAGER FLEET SYS	FUEL/GAS		1,328.85	45725	11/17/21
VISA	MITCHELL TOOL	11.57		1249211	11/16/21
VISA	EATON LKM CONF	90.09	101.66	1249212	11/16/21
WICHITA STATE UNIVERSITY	JAMIE & SHERRI INSTITUTE		280.00	45726	11/17/21
WYATT TRASH SERVICE INC	LAKE		205.00	45727	11/17/21

02	WATER TOTAL		16,685.62		
ELECTRIC					
ADVANCED COMPUTERS	OFFICE FUELMASTER/GWORKS		75.00	45667	11/17/21
AFLAC	OCT BILL DUE NOV		343.08	1249209	11/16/21
AMAZON CAPITAL SERVICES	FUEL TANK FOR #16 BUCKET		577.77	45668	11/17/21
ANTHONY FARMERS COOP	POWER PLANT SUPPLIES		9.99	45670	11/17/21
ANTHONY REPUBLICAN	3RD QT TREASURE/LIAB & OBLI RT		80.50	45672	11/17/21
ATMOS ENERGY	3018386827 1/2 SHOP NAT. GAS		55.98	45673	11/17/21
BORDER STATES INDUSTRIES, INC	STOCK/LADDER/CARETAKER LIGHT		5,012.49	45698	11/17/21
CCMFOA OF KANSAS	DUES FOR SHERRI & CYNDRA 2022		75.00	45675	11/17/21
CITY OF ANTHONY	ELEC INT ON DEPOSITS		16.92	45677	11/17/21
COMPLIANCE ONE	OCT'S MONTHLY CHARGRE		3.75	45719	11/17/21
JAMIE DEVINEY	CLERK SCHOOL MILEAGE		37.52	45679	11/17/21
DUTTON-LAINSON	METERS-STOCK		1,351.26	45681	11/17/21
EXLINE INC	TURBOCHARGER OVERHAUL		40,722.68	45683	11/17/21
GALAXIE BUSINESS EQUIPMENT INC	SHREDDER SERVICE		60.00	45685	11/17/21
GENE'S HEARTLAND GOODS	CLEANING SUPPLIES/TIOLET PAPER		30.62	45686	11/17/21
GREAT-WEST FINANCIAL	11/9/21 PR		357.79	1249206	11/16/21
HAZEL'S SHEET METAL INC	CAP & NUT		10.62	45688	11/17/21
HOME LUMBER & SUPPLY INC	PLANT SUMP REPAIR, 71 B & C		271.39	45689	11/17/21
IRS PAYROLL TAXES	11/9/21 PR		4,535.34	1249208	11/16/21
ITRON, INC	HRDWR/SFTWR MAINTENCE		828.81	45690	11/17/21
KANOKLA NETWORKS	P. PLANT INTERNET		62.00	45692	11/17/21
KANSAS ONE-CALL SYSTEM, INC.	LOCATES-AUGUST		44.40	45694	11/17/21
KMEA EMP2 OPERATING ACCOUNT	OCT PURCHASED POWER		121,721.57	45696	11/17/21

CLAIMS REPORT

Check Range: 11/04/2021-11/17/2021

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
KPERS	11/9/21 PR		3,176.86	1249207	11/16/21
KS DEPT OF REV-WITHHOLDING	11/9/21 PR		756.46	1249205	11/16/21
LARRY'S HOMETOWN MKT.	OFFICE TRASH BAGS		4.84	45699	11/17/21
TATE MENHUSEN	MEAL REIMB PP SCHOOL		28.69	45701	11/17/21
SHERRI MILLER	WICHITA-CLERK SCHOOL MILEAGE		19.04	45702	11/17/21
NAPA AUTO PARTS ANTHONY	PARTS/SUPPLIES		720.05	45703	11/17/21
OFFICE PLUS OF KANSAS	PAPER		35.90	45704	11/17/21
PHIL'S REPAIR	PLANT CAR WASH		17.25	45707	11/17/21
PITNEY BOWES INC	POSTAGE MACHINE LEASE		90.97	45706	11/17/21
POSTMASTER	POSTAGE FOR BILLS DUE DEC 10TH		275.00	45708	11/17/21
QLT	OUTDOOR GONG		10.39	45709	11/17/21
RICKE'S HOME CENTER, LLC	TIOLET FOR 71 C		190.17	45710	11/17/21
STRONG'S INSURANCE, INC.	COMM OUTPUT INSURANCE		16,291.60	45718	11/17/21
TECHLINE, INC	SOUTHEAST REPLACEMENT WIRE		2,851.44	45720	11/17/21
HUNTER TURNER	MEAL REIMB POWER PLANT SCHOOL		20.67	45722	11/17/21
UNIFIRST CORPORATION	EMPLOYEE UNIFORMS 10/28 & 11/4		199.51	45723	11/17/21
US BANK VOYAGER FLEET SYS	FUEL/GAS		1,090.52	45725	11/17/21
VISA	MITCHELL TOOL	75.27		1249211	11/16/21
VISA	EATON LKM CONF	128.76	204.03	1249212	11/16/21
WICHITA STATE UNIVERSITY	JAMIE & SHERRI INSTITUTE		280.00	45726	11/17/21
WYATT TRASH SERVICE INC	POWER PLANT		122.00	45727	11/17/21

03	ELECTRIC TOTAL		202,669.87		
SEWAGE DISPOSAL					
ADVANCED COMPUTERS	OFFICE FUELMASTER/GWORKS		75.00	45667	11/17/21
AFLAC	OCT BILL DUE NOV		87.68	1249209	11/16/21
ANTHONY FARMERS COOP	SEWER SUPPLIES		13.00	45670	11/17/21
ANTHONY REPUBLICAN	3RD QT TREASURE/LIAB & OBLI RT		80.50	45672	11/17/21
ATMOS ENERGY	NATURAL GAS		113.82	45673	11/17/21
BILL'S GENERAL REPAIR LLC	ALIGN FRONT #22		50.00	45674	11/17/21
COMPLIANCE ONE	OCT'S MONTHLY CHARGRE		3.75	45719	11/17/21
CORE & MAIN LP	CONCRETE BLADE		112.50	45678	11/17/21
JAMIE DEVINEY	CLERK SCHOOL MILEAGE		37.52	45679	11/17/21
GREAT-WEST FINANCIAL	11/9/21 PR		16.63	1249206	11/16/21
IRS PAYROLL TAXES	11/9/21 PR		868.67	1249208	11/16/21
KPERS	11/9/21 PR		624.94	1249207	11/16/21
KS DEPT OF REV-WITHHOLDING	11/9/21 PR		121.03	1249205	11/16/21
SHERRI MILLER	WICHITA-CLERK SCHOOL MILEAGE		19.04	45702	11/17/21
NAPA AUTO PARTS ANTHONY	PARTS/SUPPLIES		305.59	45703	11/17/21
PITNEY BOWES INC	POSTAGE MACHINE LEASE		45.49	45706	11/17/21
POSTMASTER	POSTAGE FOR BILLS DUE DEC 10TH		137.50	45708	11/17/21
STRONG'S INSURANCE, INC.	BUSINESS AUTO INSURANCE		2,694.74	45718	11/17/21
UNIFIRST CORPORATION	EMPLOYEE UNIFORMS 10/28 & 11/4		24.86	45723	11/17/21
US BANK VOYAGER FLEET SYS	FUEL/GAS		686.90	45725	11/17/21
VISA	ANNUAL FEE		29.00	1249212	11/16/21
WICHITA STATE UNIVERSITY	ADADEMY-CYNDRA		585.00	45726	11/17/21
WYATT TRASH SERVICE INC	SEWER		60.00	45727	11/17/21

05	SEWAGE DISPOSAL TOTAL		6,793.16		
EMPLOYEE BENEFIT					
STRONG'S INSURANCE, INC.	WORK COMP INS		2,586.83	45718	11/17/21

CLAIMS REPORT

Check Range: 11/04/2021-11/17/2021

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
	10	EMPLOYEE BENEFIT TOTAL	2,586.83		
AIRPORT					
HOME LUMBER & SUPPLY INC	HANGER #10 LOCK	16.99	45689	11/17/21	
IRS PAYROLL TAXES	11/9/21 PR	23.20	1249208	11/16/21	
KAA	2022 MEMBERSHIP	100.00	45693	11/17/21	
KPERS	11/9/21 PR	17.74	1249207	11/16/21	
KS DEPT OF REV-WITHHOLDING	11/9/21 PR	3.48	1249205	11/16/21	
RURAL WATER DISTRICT #2	221 W KS HWY 2	38.00	1249210	11/16/21	
STRONG'S INSURANCE, INC.	COMM PROPERTY INS	952.47	45718	11/17/21	
VISA	AIRPORT CAR	1,731.89	1249212	11/16/21	
WYATT TRASH SERVICE INC	AIRPORT	30.00	45727	11/17/21	
	12	AIRPORT TOTAL	2,913.77		
INDUSTRIAL DEVELOPMENT					
STRONG'S INSURANCE, INC.	COMM LIABILITY INS	23.16	45718	11/17/21	
	14	INDUSTRIAL DEVELOPMENT TOTAL	23.16		
SERVICE DEPOSIT					
CITY OF ANTHONY	SECURITY DEPOSIT REFUND	400.32	45677	11/17/21	
DOUG MASON	SECURITY DEPOSIT REFUND	149.68	45728	11/17/21	
	16	SERVICE DEPOSIT TOTAL	550.00		
SPECIAL STREETS & HIGHWAY					
STRONG'S INSURANCE, INC.	WORK COMP INS	1,930.04	45718	11/17/21	
	17	SPECIAL STREETS & HIGHWAY TOTAL	1,930.04		
LIBRARY					
ANTHONY LIBRARY	APPROPRIATION AS BUDGETED	1,348.18	45671	11/17/21	
	25	LIBRARY TOTAL	1,348.18		
RECREATION COMMISSION					
IRS PAYROLL TAXES	11/9/21 PR	63.64	1249208	11/16/21	
KS DEPT OF REV-WITHHOLDING	11/9/21 PR	3.95	1249205	11/16/21	
STRONG'S INSURANCE, INC.	COMM PROPERTY INS	1,721.77	45718	11/17/21	
	26	RECREATION COMMISSION TOTAL	1,789.36		
SPECIAL PARKS & RECREATIO					
STRONG'S INSURANCE, INC.	COMM PROPERTY INS	97.86	45718	11/17/21	
WYATT TRASH SERVICE INC	TENNIS COURTS	23.10	45727	11/17/21	
	32	SPECIAL PARKS & RECREATIO TOTAL	120.96		
CAPITAL IMPROVEMENT FUND					
BORDER STATES INDUSTRIES, INC	RV DUMP/TRIPLEX/ELEC MATERIALS	842.69	45698	11/17/21	
EVANS-BIERLY-HUTCHISON & ASSOC	DEMOLITION RPZ	70,775.00	45732	11/17/21	

CLAIMS REPORT

Check Range: 11/04/2021-11/17/2021

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
	34 CAPITAL IMPROVEMENT FUND TOTAL		71,617.69		
TRANSIENT GUEST APPROVED ANTHONY CHAMBER OF COMMERCE	2021 BALLOON FEST		11,500.00	45669	11/17/21
	89 TRANSIENT GUEST APPROVED TOTAL		11,500.00		
WAYNE DENNIS FUNDS ANTHONY GOLF CLUB	WATER LINES		7,768.92	45729	11/17/21
THE ARTS CENTER INC	ARTS CENTER		8,000.00	45730	11/17/21
	96 WAYNE DENNIS FUNDS TOTAL		15,768.92		
	Accounts Payable Total		359,667.08		

**CLAIMS REPORT
CLAIMS FUND SUMMARY**

FUND	NAME	AMOUNT
01	GENERAL OPERATING	23,369.52
02	WATER	16,685.62
03	ELECTRIC	202,669.87
05	SEWAGE DISPOSAL	6,793.16
10	EMPLOYEE BENEFIT	2,586.83
12	AIRPORT	2,913.77
14	INDUSTRIAL DEVELOPMENT	23.16
16	SERVICE DEPOSIT	550.00
17	SPECIAL STREETS & HIGHWAY	1,930.04
25	LIBRARY	1,348.18
26	RECREATION COMMISSION	1,789.36
32	SPECIAL PARKS & RECREATIO	120.96
34	CAPITAL IMPROVEMENT FUND	71,617.69
89	TRANSIENT GUEST APPROVED	11,500.00
96	WAYNE DENNIS FUNDS	15,768.92

	TOTAL FUNDS	359,667.08

PRUPDT00
03.03.21

Wed Nov 3, 2021 9:46 AM
PAID THROUGH 10/31/2021
CALENDAR 11/2021, FISCAL 11/2021 DATES 10/31/2021 -- 11/09/2021

City of Anthony KS
COST CENTER REPORT
FIRST PAY OF MONTH

OPER: J D
JRNL 3683

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.	19.60	.00	.00	.00	24.00	1034.69	.00	.00	.00	1112.70	301.27
102 POLICE	359.44	.00	.00	.00	383.00	7518.84	.00	.00	.00	7941.86	1566.04
103 FIRE	4.00	.00	.00	.00	4.00	73.44	.00	.00	.00	73.44	.00
104 STREET	228.00	.00	.00	.00	246.00	5114.80	.00	.00	.00	5469.02	981.09
105 GEN-ZONING	.00	.00	.00	.00	.00	139.81	.00	.00	.00	139.81	.00
107 PARK	10.75	.00	.00	.00	10.75	197.37	.00	.00	.00	197.37	.00
230 WATER-LAKE	83.00	.00	.00	.00	83.00	1286.13	.00	.00	.00	1286.13	367.92
231 WATER-PRODUCTIO	26.00	.00	.00	.00	26.00	434.42	.00	.00	.00	434.42	.00
232 WATER-DISTRIBUT	289.86	.00	.00	.00	318.20	3617.55	.00	.00	.00	4101.73	1460.63
233 WATER-COMM& GEN	78.80	.00	.00	.00	85.61	2247.94	.00	.00	.00	2378.53	.00
331 ELECTRIC-PROD	516.75	.00	.00	.00	569.75	6432.66	.00	.00	.00	7342.50	1276.02
332 ELEC-DISTRIBUTI	665.09	.00	.00	.00	705.60	8736.93	.00	.00	.00	9605.12	2117.13
333 ELECTRIC-COMM	105.45	.00	.00	.00	114.39	3746.75	.00	.00	.00	3916.61	422.52
533 SEWER-COMM & GE	29.40	.00	.00	.00	32.00	648.93	.00	.00	.00	697.77	.00
534 SEWER-TREATMENT	263.86	.00	.00	.00	291.95	2942.06	.00	.00	.00	3421.65	.00
1201 AIRPORT	6.50	.00	.00	.00	6.50	119.34	.00	.00	.00	119.34	.00
2601 REC - GEN	26.00	.00	.00	.00	26.00	416.00	.00	.00	.00	416.00	.00
5102 OT GEN POLICE	.00	7.50	.00	.00	7.50	.00	187.31	.00	.00	187.31	.00
5104 OT GEN STREET	.00	1.00	.00	.00	1.00	.00	26.81	.00	.00	26.81	.00
5232 OT WATER DIST	.00	7.75	.00	.00	7.75	.00	310.86	.00	.00	310.86	.00
5331 OT ELEC PROD	.00	5.50	.00	.00	5.50	.00	283.50	.00	.00	283.50	.00
5332 OT ELEC DIST	.00	11.50	.00	.00	11.50	.00	471.62	.00	.00	471.62	.00
5333 OT ELEC COMM/GN	.00	2.75	.00	.00	2.75	.00	85.84	.00	.00	85.84	.00
5534 OT SEWER TREAT	.00	5.50	.00	.00	5.50	.00	235.79	.00	.00	235.79	.00
6102 SHIFT GEN POLIC	.00	.00	.00	.00	108.00	.00	.00	.00	.00	54.00	.00
99999 DISTRIBUTED	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	542.76
TOTAL	2712.50	41.50	.00	.00	3076.25	44707.66	1601.73	.00	.00	50309.73	9035.38

COURT REPORTING CASE REPORT

OFFN DATES: 10/01/2021-10/31/2021

FOR OFFICER CODES: BARR-TPO

CASE NO	DEFENDANT'S NAME OFFICER'S NAME	TICKET NO	CRT DATE OFN DATE	FINE OFFENSE DESC	CRT COST	OFFN FEE	ACTN FEE	CASE TOTL	AMT PAID LST PYDT	AMT DUE
202100160	LAMBERT, KENT S THOMPSON CHAD	4626	11/09/21 10/03/21	42.00 SPEEDING 12 MPH OVER	74.50	23.50	.00	140.00	140.00 10/29/21	.00
202100161	MURPHY, BRYCE E MANNING HERMAN	4638	11/09/21 10/05/21	30.00 SPEEDING 10 MPH OVER	74.50	23.50	.00	128.00	128.00 10/05/21	.00
202100162	RESENDEZ, CLEMENTE MANNING HERMAN	4639	11/09/21 10/05/21	.00 SPEEDING 11 MPH OVER	.00	.00	.00	.00	.00	.00
202100163	CLARK, JACOB R THOMPSON CHAD	4640	11/09/21 10/07/21	72.00 SPEEDING 11 MPH OVER	74.50	23.50	.00	170.00	170.00 10/22/21	.00
202100164	MATTICE, STEPHEN K MANNING HERMAN	4642	11/09/21 10/11/21	.00 SPEEDING 10 MPH OVER	.00	.00	.00	.00	.00	.00
202100165	YORK, LANE P MANNING HERMAN	4641	11/09/21 10/09/21	166.00 SPEEDING 11 MPH OVER	74.50	23.50	.00	264.00	264.00 10/13/21	.00
202100166	MCKEE, CAROL S THOMPSON CHAD	4643	11/09/21 10/13/21	36.00 SPEEDING 11 MPH OVER	74.50	23.50	.00	134.00	134.00 10/26/21	.00
202100167	HOOPES, KATRINA M THOMPSON CHAD	4644	11/09/21 10/14/21	75.00 FTY AT STOP OR YIELD SIGN	74.50	23.50	.00	173.00	173.00 10/27/21	.00
202100168	GREEN, SIDNEY L THOMPSON CHAD	4645	11/09/21 10/15/21	.00 SPEEDING 19 MPH OVER	.00	.00	.00	.00	.00	.00
202100169	FORREST, TREVONNIE L MANNING HERMAN	4646	12/14/21 10/19/21	.00 SPEEDING 26 MPH OVER	.00	.00	.00	.00	.00	.00
202100170	SOLIS/FRANCO, JOSE MANNING HERMAN	4647	12/14/21 10/22/21	.00 SPEEDING 14 MPH OVER	.00	.00	.00	.00	.00	.00
202100171	ANDERSON, DAJANAE MANNING HERMAN	4648	12/14/21 10/23/21	.00 SPEEDING 18 MPH OVER	.00	.00	.00	.00	.00	.00

COURT REPORTING CASE REPORT

OFFN DATES: 10/01/2021-10/31/2021

FOR OFFICER CODES: BARR-TPOT

CASE NO	DEFENDANT'S NAME OFFICER'S NAME	TICKET NO	CRT DATE OFN DATE	FINE OFFENSE DESC	CRT COST	OFFN FEE	ACTN FEE	CASE TOTL	AMT PAID LST PYDT	AMT DUE
202100172	HAYNES, MARVIN L HODSON KENNY	1352	11/09/21 10/21/21	.00 DOG AT LARGE	.00	.00	.00	.00	.00	.00
202100173	PATTERSON, RONALD L THOMPSON CHAD	4649	12/14/21 10/30/21	.00 SPEEDING 10 MPH OVER	.00	.00	.00	.00	.00	.00

REPORT TOTALS	1,009.00	1,009.00	.00
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3-20-0002-014-2022



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

Airports Division
Central Region
Iowa, Kansas, Missouri, Nebraska

FAA ACE-600
901 Locust
Kansas City, MO 64106

Airport Rescue Grant Transmittal Letter

November 9, 2021

Mrs. Cyndra Kastens
City Administrator
Anthony Municipal Airport
124 S. Bluff
Anthony, KS 67003

Dear Mrs. Kastens:

Please find the following electronic Airport Rescue Grant Offer, Grant No. 3-20-0002-014-2022 for Anthony Municipal Airport. This letter outlines expectations for success. Please read and follow the instructions carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e., the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, **no later than January 15**, in order for the grant to be valid.
- c. You may not make any modification to the text, terms or conditions of the grant offer.
- d. The grant offer must be digitally signed by the sponsor's legal signatory authority and then the grant offer will be routed via email to the sponsor's attorney. Once the attorney has digitally attested to the grant, an email with the executed grant will be sent to all parties.

Subject to the requirements in 2 CFR § 200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System. The terms and conditions of this agreement require you draw down and expend these funds within four years.

An airport sponsor may use these funds for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Please refer to the [Airport Rescue Grants Frequently Asked Questions](#) for further information.

With each payment request you are required to upload an invoice summary directly to Delphi. The invoice summary should include enough detail to permit FAA to verify compliance with the American Rescue Plan Act (Public Law 117-2). Additional details or invoices may be requested by FAA during the review of your payment requests.

3-20-0002-014-2022

As part of your final payment request, you are required to include in Delphi:

- A signed SF-425, *Federal Financial Report*
- A signed closeout report (a sample report is available [here](#)).

Until the grant is completed and closed, you are responsible for submitting a signed and dated SF-425 annually, due 90 days after the end of each Federal fiscal year in which this grant is open (due December 31 of each year this grant is open).

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

I am readily available to assist you and your designated representative with the requirements stated herein. The FAA sincerely values your cooperation in these efforts.

Sincerely,

Jason Knipp
Kansas State Planner

3-20-0002-014-2022



U.S. Department
of Transportation
Federal Aviation
Administration

AIRPORT RESCUE GRANT

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date November 9, 2021

Airport/Planning Area Anthony Municipal

Airport Rescue Grant No. 3-20-0002-014-2022

Unique Entity Identifier 956166003

TO: City of Anthony

(herein called the "Sponsor")

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

WHEREAS, the Sponsor has submitted to the FAA an Airports Rescue Grant Application dated **July 20, 2021**, for a grant of Federal funds at or associated with the **Anthony Municipal Airport**, which is included as part of this Airport Rescue Grant Agreement;

WHEREAS, the Sponsor has accepted the terms of FAA's Airport Rescue Grant offer;

WHEREAS, in consideration of the promises, representations and assurances provided by the Sponsor, the FAA has approved the Airport Rescue Grant Application for the **Anthony Municipal Airport**, (herein called the "Grant" or "Airport Rescue Grant") consisting of the following:

WHEREAS, this Airport Rescue Grant is provided in accordance with the American Rescue Plan Act ("ARP Act", or "the Act"), Public Law 117-2, as described below, to provide eligible Sponsors with funding for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments. Airport Rescue Grant amounts to specific airports are derived by legislative formula (See Section 7102 of the Act).

WHEREAS, the purpose of this Airport Rescue Grant is to prevent, prepare for, and respond to the coronavirus pandemic. Funds provided under this Airport Rescue Grant Agreement must be used only for purposes directly related to the airport. Such purposes can include the reimbursement of an airport's operational expenses or debt service payments in accordance with the limitations prescribed in the Act. Airport Rescue Grants may be used to reimburse airport operational expenses directly related to **Anthony Municipal Airport** incurred no earlier than January 20, 2020.

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Airport Rescue Grants also may be used to reimburse a Sponsor's payment of debt service where such payments occur on or after March 11, 2021. Funds provided under this Airport Rescue Grant Agreement will be governed by the same principles that govern "airport revenue." New airport development projects not directly related to combating the spread of pathogens may not be funded with this Grant. Funding under this Grant for airport development projects to combat the spread of pathogens will be reallocated using an addendum to this Agreement for identified and approved projects.

NOW THEREFORE, in accordance with the applicable provisions of the ARP Act, Public Law 117-2, the representations contained in the Grant Application, and in consideration of (a) the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant and in compliance with the conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant Agreement.

Assistance Listings Number (Formerly CFDA Number): 20.106

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

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **\$22,000**, allocated as follows:

\$22,000	ARPA General [KW]
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2. **Grant Performance.** This Airport Rescue Grant Agreement is subject to the following Federal award requirements:
 - a. The Period of Performance:
 1. Shall start on the date the Sponsor formally accepts this agreement, and is the date signed by the last Sponsor signatory to the agreement. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance. The period of performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
 2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or budget periods. (2 Code of Federal Regulations (CFR) § 200.1)
 - b. The Budget Period:
 1. For this Airport Rescue Grant is 4 years (1,460 calendar days). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the budget period.
 2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to §200.308.

3-20-0002-014-2022

- c. Close out and Termination.
1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the Grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344)
 2. The FAA may terminate this Airport Rescue Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
 3. **Unallowable Costs.** The Sponsor shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the ARP Act.
 4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the Grant Application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages only.
 5. **Final Federal Share of Costs.** The United States' share of allowable Grant costs is 100%.
 6. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the Grant without undue delays and in accordance with this Airport Rescue Grant Agreement, the ARP Act, and the regulations, policies, standards, and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from funding eligible expenses under the Grant that exceeds three months or a 25 percent reduction in time devoted to the Grant, and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent.
 7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
 8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs unless this offer has been accepted by the Sponsor on or before **January 15**, or such subsequent date as may be prescribed in writing by the FAA.
 9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this Airport Rescue Grant Agreement, the ARP Act, or other provision of applicable law. For the purposes of this Airport Rescue Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

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10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this Airport Rescue Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this Airport Rescue Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
 - a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
 - b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/SAM/pages/public/index.jsf>.
12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Agreement.
14. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
15. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 United States Code (U.S.C.) § 50101 the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.
16. **Audits for Sponsors.**

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.
17. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
 - a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or

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2. Collecting a certification statement from the non-Federal entity attesting the entity is not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. subcontracts).
 - c. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debars a contractor, person, or entity.

18. Ban on Texting While Driving.

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

19. Trafficking in Persons.

- a. You as the recipient, your employees, subrecipients under this Airport Rescue Grant, and subrecipients' employees may not –
 1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 2. Procure a commercial sex act during the period of time that the award is in effect; or
 3. Use forced labor in the performance of the award or subawards under the Airport Rescue Grant.
- b. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
 1. Is determined to have violated a prohibition in paragraph a. of this Airport Rescue Grant Agreement term; or
 2. Has an employee who is determined by the agency official authorized to terminate the Airport Rescue Grant Agreement to have violated a prohibition in paragraph a. of this Airport Rescue Grant term through conduct that is either –

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- A. Associated with performance under this Airport Rescue Grant; or
- B. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.
- c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a. of this Grant condition during this Airport Rescue Grant Agreement.
- d. Our right to terminate unilaterally that is described in paragraph a. of this Grant condition:
 - 1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
 - 2. Is in addition to all other remedies for noncompliance that are available to the FAA under this Airport Rescue Grant.

20. Employee Protection from Reprisal.

- a. Prohibition of Reprisals —
 - 1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) of this Grant condition, information that the employee reasonably believes is evidence of:
 - a. Gross mismanagement of a Federal grant;
 - b. Gross waste of Federal funds;
 - c. An abuse of authority relating to implementation or use of Federal funds;
 - d. A substantial and specific danger to public health or safety; or
 - e. A violation of law, rule, or regulation related to a Federal grant.
 - 2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - a. A member of Congress or a representative of a committee of Congress;
 - b. An Inspector General;
 - c. The Government Accountability Office;
 - d. A Federal employee responsible for oversight or management of a grant program at the relevant agency;
 - e. A court or grand jury;
 - f. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
 - g. An authorized official of the Department of Justice or other law enforcement agency.
 - 3. Submission of Complaint — A person who believes that they have been subjected to a reprisal prohibited by paragraph a. of this Airport Rescue Grant Agreement may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.

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4. Time Limitation for Submittal of a Complaint — A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
 5. Required Actions of the Inspector General — Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
 6. Assumption of Rights to Civil Remedy — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).
21. **Limitations.** Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this Airport Rescue Grant Agreement.
 22. **Face Coverings Policy.** The sponsor agrees to implement a face-covering (mask) policy to combat the spread of pathogens. This policy must include a requirement that all persons wear a mask, in accordance with Centers for Disease Control (CDC) and Transportation Security Administration (TSA) requirements, as applicable, at all times while in all public areas of the airport property, except to the extent exempted under those requirements. This special condition requires the airport sponsor continue to require masks until [Executive Order 13998, Promoting COVID-19 Safety in Domestic and International Travel](#), is no longer effective.

SPECIAL CONDITIONS FOR USE OF AIRPORT RESCUE GRANT FUNDS

CONDITIONS FOR EQUIPMENT -

1. **Equipment or Vehicle Replacement.** The Sponsor agrees that when using funds provided by this Grant to replace equipment, the proceeds from the trade-in or sale of such replaced equipment shall be classified and used as airport revenue.
2. **Equipment Acquisition.** The Sponsor agrees that for any equipment acquired with funds provided by this Grant, such equipment shall be used solely for purposes directly related to combating the spread of pathogens at the airport.
3. **Low Emission Systems.** The Sponsor agrees that vehicles and equipment acquired with funds provided in this Grant:
 - a. Will be maintained and used at the airport for which they were purchased; and
 - b. Will not be transferred, relocated, or used at another airport without the advance consent of the FAA.

The Sponsor further agrees that it will maintain annual records on individual vehicles and equipment, project expenditures, cost effectiveness, and emission reductions.

CONDITIONS FOR UTILITIES AND LAND -

4. **Utilities Proration.** For purposes of computing the United States' share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the Sponsor to operate and maintain airport(s) included in the Grant must not exceed the percent attributable to the capital or operating costs of the airport.
5. **Utility Relocation in Grant.** The Sponsor understands and agrees that:

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- a. The United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs;
- b. FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and
- c. The utilities must serve a purpose directly related to the Airport.

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The Sponsor's acceptance of this Offer and ratification and adoption of the Airport Rescue Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor. The Offer and Acceptance shall comprise an Airport Rescue Grant Agreement, as provided by the ARP Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to this Grant. The effective date of this Airport Rescue Grant Agreement is the date of the Sponsor's acceptance of this Offer.

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

Dated November 9, 2021

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

Jim A. Johnson

(Signature)

Jim A. Johnson

(Typed Name)

Director, Central Region Airports Division

(Title of FAA Official)

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Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Airport Rescue Grant Application and incorporated materials referred to in the foregoing Offer under Part I of this Airport Rescue Grant Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Airport Rescue Grant Application and all applicable terms and conditions provided for in the ARP Act and other applicable provisions of Federal law.

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

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

Dated

City of Anthony

(Name of Sponsor)

(Signature of Sponsor's Designative Official/Representative)

By:

(Type Name of Sponsor's Designative Official/Representative)

Title:

(Title of Sponsor's Designative Official/Representative)

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

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CERTIFICATE OF SPONSOR'S ATTORNEY

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

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Kansas. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the ARP Act. The Sponsor understands funding made available under this Grant Agreement may only be used for costs related to operations, personnel, cleaning, sanitization, janitorial services, and combating the spread of pathogens at the airport incurred on or after January 20, 2020, or for debt service payments that are due on or after March 11, 2021. Further, it is my opinion the foregoing Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

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

Dated at _____

By: _____

(Signature of Sponsor's Attorney)

AIRPORT RESCUE GRANT ASSURANCES

AIRPORT SPONSORS

A. General.

1. These Airport Rescue Grant Assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the American Rescue Plan Act of 2021 ("ARP Act," or "the Act"), Public Law 117-2. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
2. Upon acceptance of this Airport Rescue Grant offer by the sponsor, these assurances are incorporated into and become part of this Airport Rescue Grant Agreement.

B. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this Airport Rescue Grant that:

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Airport Rescue Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. Chapter 471, as applicable
- b. Davis-Bacon Act — 40 U.S.C. 276(a), et. seq.
- c. Federal Fair Labor Standards Act — 29 U.S.C. 201, et. seq.
- d. Hatch Act — 5 U.S.C. 1501, et. seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et. seq.
- f. National Historic Preservation Act of 1966 — Section 106 — 16 U.S.C. 470(f).
- g. Archeological and Historic Preservation Act of 1974 — 16 U.S.C. 469 through 469c.
- h. Native Americans Grave Repatriation Act — 25 U.S.C. Section 3001, et. seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) — 42 U.S.C. 4012a.
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. 794.

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- n. 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).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 U.S.C. 6101, et. seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 — 42 U.S.C. 4151, et. seq.
- s. Power plant and Industrial Fuel Use Act of 1978 — Section 403- 2 U.S.C. 8373.
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. 327, et. seq.
- u. Copeland Anti-kickback Act — 18 U.S.C. 874.1.
- v. National Environmental Policy Act of 1969 — 42 U.S.C. 4321, et. seq.
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 — 31 U.S.C. 7501, et. seq.²
- y. Drug-Free Workplace Act of 1988 — 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 14005 – Ensuring the Future Is Made in All of America by All of America's Workers.

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
 - b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{3, 4}
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- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 28 CFR Part 35 – Discrimination on the Basis of Disability in State and Local Government Services.
- e. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- f. 29 CFR Part 1 – Procedures for predetermination of wage rates.¹
- g. 29 CFR Part 3 – Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- h. 29 CFR Part 5 – Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- i. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).¹
- j. 49 CFR Part 20 – New restrictions on lobbying.
- k. 49 CFR Part 21 – Nondiscrimination in Federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- l. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- m. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Program.
- n. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹
- o. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- p. 49 CFR Part 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- q. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
- r. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- s. 49 CFR Part 41 – Seismic safety of Federal and Federally assisted or regulated new building construction.

FOOTNOTES TO AIRPORT RESCUE GRANT ASSURANCE B

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses
- ⁴ Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations, or circulars are incorporated by reference in this Grant Agreement.

1. Purpose Directly Related to the Airport

It certifies that the reimbursement sought is for a purpose directly related to the airport.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed Grant and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Good Title.

It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

4. Preserving Rights and Powers.

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with this Grant Agreement.

c. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.

5. Consistency with Local Plans.

Any project undertaken by this Grant Agreement is reasonably consistent with plans (existing at the time of submission of the Airport Rescue Grant application) of public agencies that are authorized

by the State in which the project is located to plan for the development of the area surrounding the airport.

6. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where any project undertaken by this Grant Agreement may be located.

7. Consultation with Users.

In making a decision to undertake any airport development project undertaken by this Grant Agreement, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

8. Pavement Preventative Maintenance.

With respect to a project undertaken by this Grant Agreement for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport, including Airport Rescue Grant funds provided under this Grant Agreement. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

9. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the Grant in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

10. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on the airport funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

11. Veteran's Preference.

It shall include in all contracts for work on any airport development project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment

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of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

12. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, State and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
 1. Operating the airport's aeronautical facilities whenever required;
 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 3. Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

13. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

14. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.

15. Exclusive Rights.

The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

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- a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and
- b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

16. Airport Revenues.

- a. This Grant shall be available for any purpose for which airport revenues may lawfully be used to prevent, prepare for, and respond to coronavirus. Funds provided under this Airport Rescue Grant Agreement will only be expended for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport(s) subject to this agreement and all applicable addendums for costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments as prescribed in the Act
- b. For airport development, 49 U.S.C. § 47133 applies.

17. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

18. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

19. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 - 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

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2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

20. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 1. Programs and Activities. If the sponsor has received a grant (or other Federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities
 2. Facilities. Where it receives a grant or other Federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

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c. Duration

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language

It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this Grant and in all proposals for agreements, including airport concessions, regardless of funding source:

"The **City of Anthony**, 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 for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession 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."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT Acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - A. For the subsequent transfer of real property acquired or improved under the applicable activity, grant, or program; and
 - B. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, grant, or program.

- C. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- D. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

21. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

22. Policies, Standards and Specifications.

It will carry out any project funded under an Airport Rescue Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars for AIP projects, as of July 20, 2021.

23. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

24. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

25. Acquisition Thresholds.

The FAA deems equipment to mean tangible personal property having a useful life greater than one year and a per-unit acquisition cost equal to or greater than \$5,000. Procurements by micro-purchase means the acquisition of goods or services for which the aggregate dollar amount does

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not exceed \$10,000, unless authorized in accordance with 2 CFR § 200.320. Procurement by small purchase procedures means those relatively simple and informal procurement methods for securing goods or services that do not exceed the \$250,000 threshold for simplified acquisitions.

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Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

View the most current Series 150 Advisory Circulars (ACs) for Airport Projects at
http://www.faa.gov/airports/resources/advisory_circulars and
http://www.faa.gov/regulations_policies/advisory_circulars

REQUEST FOR BID

ANTHONY CITY LAKE RV SEWER IMPROVEMENTS

The City of Anthony is accepting sealed bids for the purchase of miscellaneous plumbing supplies/equipment as noted in the bid chart.

Quantity	Material
20 feet -	4 inch SCD40 PVC pipe
60 feet -	6 inch SCD40 PVC pipe
3 -	24 inch x 36 inch meter pits
1 -	24 inch x 48 inch meter pit
4 -	24 inch cast iron lids
6 -	green sanitary sewer pedestal test stations
3 -	3x2 IPS electrofusion saddles
4 -	2 inch SCD 80 ball valves
3 -	2 inch ARI combination air valve
3 -	2 inch IPS SDR11 HDPE x 2inch SS NPT adapter
3 -	2 inch SCD 80 union
1 -	butt fusion 3 inch SDR11 IPS HDPE 90 deg elbow
1 -	4 inch 45 deg elbow SCD 40
1 -	4 inch SCD 40 tee
1 -	4 inch SCD 40 90
1 -	1 inch double back flow preventer Zurn- Williams 950 XLT2
1 -	1 inch stop waste valve
1 -	36 inch bury Woodford S3 hydrant
1 -	3 inch PVC to IPS HDPE adapter
1 -	2 inch horizontal flanged DI swing check with leveler and spring
20 -	splice/connection type 3M DBY-6 splice kit
8 -	anodes
100' -	1 inch HDPE CTS SDR 9
6800' -	Sanitary Sewer Trench Tape
6800' -	3 inch SDR 11 HDPE (500' roll when possible)
6800' -	Tracer Wire

Bids must include tax and shipping. The enclosed bid chart must be completed as part of the bid submission. Bids are to be enclosed in a sealed envelope and marked plainly on the outside **"Lake Sewer Improvements Bid"**. If mailed, the sealed envelope is to be enclosed in another sealed envelope also marked plainly on the outside as previously designated.

For items that pricing can only be guaranteed for 24 hours, EMAIL bids will be accepted as an alternate submission option. In this case, the entire bid may be sent by attaching bid documents as a pdf and placing **"Anthony Lake Sewer Improvements Bid"** in the subject line and emailing to smiller@anthonykansas.org within 24 hours of bid opening.

Bids will be accepted at City Hall until 5:00 p.m. on November 16, 2021. The bids will be opened and reviewed at 6:05 p.m. on **November 16, 2021**, at the Regular City Commission Meeting located in the City Hall Commission Chambers.

City Hall is located at 124 S. Bluff.

City's mailing address is: P.O. Box 504, Anthony Ks. 67003

The Anthony City Commission reserves the right to accept or reject any or all bids and to waive any informalities should they occur as may best benefit the City.

Disclaimer: Due to tremendously increasing lead times, the City reserves the right to select partial materials from multiple bidders. Due to this, please bid all materials as separate line items and give quantity and available date for each item.

If you have any questions, contact Terry Stark at 620-842-7045.

COMPANY:
CONTACT INFO:

LAKE SEWER IMPROVEMENT BIDS
CITY OF ANTHONY
PLUMBING SUPPLIES/EQUIPMENT

Date _____

Item #	Quantity	Material	Bid \$ Amount	Bid Exp. Date	Currently Available		Availability
					Yes	No	
1	20'	4" SCD40 PVC Pipe					If No: Product Lead Time
2	60'	6" SCD40 PVC Pipe					If No: Product Lead Time
3	3	24" x 36" meter pits					If No: Product Lead Time
4	1	24" x 48" meter pit					If No: Product Lead Time
5	4	24" cast iron lids					If No: Product Lead Time
6	6	Green sanitary sewer pedestal test stations					If No: Product Lead Time
7	3	3 x 2 IPS electrofusion saddles					If No: Product Lead Time
8	4	2" SCD 80 ball valves					If No: Product Lead Time
9	3	2" ARI combination air valve					If No: Product Lead Time
10	3	2" IPS SDR11 HDPE x 2" SS NPT adapter					If No: Product Lead Time
11	3	2" SCD 80 union					If No: Product Lead Time
12	1	Butt fusion 3" SDR11 IPS HDPE 90 deg elbow					If No: Product Lead Time
13	1	4" 45 deg elbow SCD 40					If No: Product Lead Time
14	1	4" SCD 40 tee					If No: Product Lead Time
15	1	4" SCD 40 90					If No: Product Lead Time
16	1	1" double backflow preventer					If No: Product Lead Time
		Zurn-Williams 950 XL.T2					
17	1	1" stop waste valve					If No: Product Lead Time
18	1	36" bury Woodford S3 hydrant					If No: Product Lead Time
19	1	3" PVC to IPS HDPE adapter					If No: Product Lead Time
20	1	2" horizontal flanged DI swing check with leveler and spring					If No: Product Lead Time

Disclaimer: Due to tremendously increasing lead times, the City reserves the right to select partial materials from multiple bidders. Due to this, please bid all materials as separate line items and give quantity and available date for each item.

[illegible]

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To: City Commissioners
From: Cyndra Kastens

Re: City Clerk/Administrator Report
11/16/21

CONSENT AGENDA

1. Approve Minutes - Regular Meeting of November 2, 2021
2. Special Appropriations -
 Airport Capital Fund #34 - EBH Demilition work for DLS \$70,775.00
3. Appropriation Ordinance No. 6100 \$359,667.08
4. Approve 11.09.2021 Payroll \$50,309.73
5. Municipal Court Report October 2021
6. Airport Rescue Grant Agreement 3-20-0002-014-2022 \$22,000

This was already approved to apply for, so this is just the formality of approving the actual agreement.

PUBLIC HEARINGS - NONE

REGULAR BUSINESS

7. Swearing In of Elected Officials

We changed the date newly elected officials take office to the first meeting in December after the election results have been certified. Since we already have the results, we can swear in Greg, Jan, Kenny, and Eric all at once tonight so you would not have to come in prior to the next meeting date.

8. Bid Opening - RV Dump Water Materials at 6:05 p.m.
9. Golf Course Irrigation Tank Line Installation

We approved the Wayne Dennis recommendation to pay for the work on the well pumps and discussed the city workers doing the installation of the line but the Commission held off on the vote of that until we knew what Wayne Dennis was going to do and then I forgot to have you include this in the motion at the last meeting. If the Commission wants the water department to donate the pipe we had and do the installation. Just need that formalized.

10. Electric Distribution Operating Plan Presentation

Presentation of the operating plan take two! Jerry is better now and ready to present.

11. Gilchrist - 432 S Anthony
12. Review of Dangerous/Unsafe Properties

To: City Commissioners
From: Cyndra Kastens

Re: City Clerk/Administrator Report
11/16/21

Mayor Cleveland has asked for this item to be placed on the agenda and copies will be available at the meeting of the research Kenny did several months back of the identification prioritization by degree of severity of dangerous structures in Anthony.

13. Security System Equipment Bid Opening Tabulation Presentation

Kenny and Commissioner Smith will present this bid tabulation.

14. Anthony Fire Department Request \$1,000 for Annual Christmas Dinner

15. LL&G Drainage Clean Up

Take a drive by the drainage area before the meeting and take note of the few trees left along a ridge of rocks. I will be asking the Commission whether we should go ahead and clear this small row or leave it for aesthetics.

Admin's Report:

1. Airport – We have received Jason's review comments on the ALP data. There were a lot of additional points to consider and review. ANY has not had a full ALP update in quite some time and there were a lot of new standards that went into effect since our last update. We have had several groups zoom meetings on these issues. Darin is preparing requested data and submitting it to Jason within the next two weeks. After FAA has reviewed this updated information, we will have some final determinations. Everything is still in draft form for review. To alleviate confusion, I will not provide the ALP maps (15 pages of engineering) until we have at least worked through the corrections that do not require decision making. At that point, I will bring any relevant information or mitigation needs to the Airport Board and Commission for review.
2. KDOT Cost Share Grant – The award recipient list is out, and the City of Anthony did not make the list again. This would have been to replace the streets around the courthouse and the coop. I have attached the list of award recipients for reference.
3. KU Certified Public Manager Class – I have completed all the classes required and prepared and delivered my capstone project last week. That was a huge undertaking, and I am very glad to have that completed. I still have a few homework assignments to complete. Graduation is at the Capital Building in Topeka on December 3rd.
4. Certified Municipal Clerk Institute – I completed my CMC requirements last year, so I only had to attend 1.5 days for continuing ed credit this year. I completed that Tuesday and Wednesday of last week.

To: City Commissioners
From: Cyndra Kastens

Re: City Clerk/Administrator Report
11/16/21

5. Department Activities:

Street –

Finished up mowing at airport, street sweeping, grading, and worked on the drainage on North LL&G.

Water/WW –

Daily Rounds

Locates

Cleaning Sewers

Lift station maintenance

Water samples

Helped line crew set pole

Hung door knockers for sewer cleaning

Worked with owner of 432 S Anthony

Footing inspection

Working on trail prices

Picked up tree limbs at lake

Mowing

Electric Distribution -

Replaced Christmas decoration bulbs

Replaced lift pole at 323 S. Jennings

Changed out power pole at 800 W. Fanning Drive

Had outage on N. Madison and N. Jefferson. Cause from wildlife

Had outage on NE 10 Rd. Cause was from wildlife

Ran new electric service at SE 20 AVE and SE 10 RD for Jeremy Graves

Worked on lighting proposal for town to lake walking path

Turn On, Off Orders

Just Reads

Locates

Worked on down town Christmas Lighting

Replaced bad transformer at airport

Had outage at 218 S. Bluff. Cause from bad Triplex

Had outage in 800 N. Jennings. Cause from wildlife

Repaired broken primary strand 4.5 miles east and 1 mile north

Fixed cross arm brace 1 mile west and .5 mile north

Hung American flags for Veterans Day

Electric Production –

Worked on #2 Turbo lines (water and oil) and I believe it's all hooked up and ready for some testing.

To: City Commissioners
From: Cyndra Kastens

Re: City Clerk/Administrator Report
11/16/21

Cleaned and swept the entrée stairs and adjacent area.

Did several rounds of question and answers with Tate trying to make sure he's ready for taking call, I will be doing this until we are both comfortable it's time but I am shooting for the new year.

The boy's surprised me with my first ever new chair and man is it nice. Thank You.

We got #3 radiator drained down to two cells and that seems to really helping but the weather has been pretty nice so far.

Hunter help line crew out by the pizza joint most of the day setting poles and getting that fixed up.

We fixed an oil leak and cleaned up the mess in unit #3 basement.

Worked on a water leak in #2 basement.

Normal every day plant rounds and cleaning.

Mechanic –

No report.

Fall 2021 Cost Share Program Awardees

Item 16.

Part of the Kelly Administration's IKE Transportation Program

- **SW 40 Avenue (Airport Road) Resurfacing Project**
 - Barton County
- **Geometric Improvements to K-32 Hwy and Stillwell Road**
 - Basehor-Linwood USD 458
- **14th Street Improvements**
 - City of Abilene
- **North Summit Street Resurfacing Project**
 - City of Arkansas City
- **Street Improvement Project**
 - City of Atwood
- **Main Street Sidewalk and Lighting Improvements**
 - City of Bucklin
- **Main Street and 3rd Street Sidewalk Improvements**
 - City of Carbondale
- **21st and Plummer Intersection Improvements**
 - City of Chanute
- **Country Club Drive Improvements**
 - City of Colby
- **South Woodlawn Hike and Bike**
 - City of Derby
- **North Main Street Sidewalk Improvements**
 - City of Garden Plain
- **Greensburg Airport Improvements**
 - City of Greensburg
- **Street Chip Seal Project/ Repair**
 - City of Hardtner
- **4th Street Phase Improvement**
 - City of Peabody
- **Main Street Improvements**
 - City of Vermillion
- **Acceleration / Deceleration Lanes**
 - Coffey County
- **11th Terrace Road Extension**
 - Marshall County
- **FAS Bridge 450 - Historic Stone Arch Repair**
 - Ness County
- **County Road 10 Improvement**
 - Rooks County
- **61st Street Reconstruction**
 - Sedgwick County

To: Anthony City Commission

Re: Chief of Police report

From: Kenny Hodson

Date: 11-16-2021

We investigated a rape case and turned it over to the CA for possible charges

We investigated an aggravated criminal sodomy case and turned it over to the CA for possible charges

We arrested Corey Pierce for No insurance and illegal registration

We investigated a stalking case at the lake