



City Commission Regular Meeting

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

AGENDA

OPENING

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

PUBLIC COMMENT

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

CONSENT AGENDA

1. Approve Regular Meeting Minutes of February 1, 2022
2. Approve Special Meeting Minutes of February 9, 2022
3. Special Appropriations:

Fund #79 IMP Fund - EBH \$15,000 Cell 1 Repair Design C20-3005-01

Fund #34 Cap Lake Maint & Imp - Salina Supply \$3,881.25 RV Dump Supplies

Fund #34 Cap Lake Board - Concrete Enterprises \$916.00 Concrete

4. Appropriation Ordinance No. 6106 \$130,484.74
5. Approve Payroll 2.15.2022 \$48,021.82
6. Approve Transfer of FY22 FAA Entitlement Funds to Pittsburgh, KS
7. Approval to Submit Bid Request for Electric Poles

PUBLIC HEARINGS - NONE

REGULAR BUSINESS

8. Building Code Regulations and Procedures
9. Airport Lease Agreements

- [10.](#) Approve Submission of FY25 CCLIP KDOT Application Intersection of Main and Anthony
\$768,464.00
- [11.](#) Transient Guest Tax Recommendation \$3,100 Troy Lankton for 2022 Annual Show & Shine Car
Show
- [12.](#) Municipal Court Report January 2022
13. Approve 2020 Transfer List

STAFF REPORTS

- [14.](#) Administrator Report
- [15.](#) Chief of Police report

EXECUTIVE SESSION - NONE

ADJOURNMENT

Standing Committees:

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



City Commission Regular Meeting

Tuesday, February 01, 2022 at 6:00 PM
Commission Chambers, 124 S Bluff, Anthony, KS 67003

MINUTES

OPENING

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

PRESENT

Mayor Greg Cleveland
Commissioner Sherrie Eaton
Commissioner Jan Lanie
Commissioner Kenny Hodson Jr.
Commissioner Eric Smith

City Administrator Cyndra Kastens, Police Chief Kenny Hodson, Deputy City Clerk Sherri Miller, Tony Duran, Creighton and Teresa Cullop, Joe Hall, Justin Ricker, J.D. Hargis and Boy Scouts.

- 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 Lanie, Commissioner Hodson Jr., Commissioner Smith

PUBLIC COMMENT

Tony Duran expressed concern with city building codes in relation to starting a new business.

CONSENT AGENDA

1. Approval of Regular Meeting Minutes of January 18, 2022
2. Special Appropriations:
 - Fund #34 Capital LM&I - EBH \$437.50 RV Dump Station
 - Fund #79 IMP Fund - EBH \$15,000 Cell 1 Repair Design C20-3005-01
3. Appropriation Ordinance No 6105 \$275,412.43

4. Approve 2.01.2022 Payroll \$52,959.80
5. Approval of Certificate of Convenience to Provide Electric Services to NE 1/4 28-32-6
6. Approval to Cease Operating Electric Services to the SE 1/4 32-32-5

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.

Motion made by Mayor Cleveland, Seconded by Commissioner Lanie.

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

PUBLIC HEARINGS - NONE

REGULAR BUSINESS

7. Request to Burn – Jared Nuffer

Jared Nuffer was present to request permission to burn his wood piles. A motion was made to allow Jared Nuffer to burn his wood piles and to coordinate the project with the Fire Chief.

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

8. Security System Equipment Bids

Chief Hodson presented information regarding monitoring and how it applied on the bids as requested by City Commission. After discussion and a final review of the bids, a motion was made to accept the bid for security system equipment for the city shop only from Alert 360. The bids received were as follows:

		<u>City Office</u>	<u>P.D.</u>	<u>City Shop</u>	<u>Intersection</u>	<u>Warranty</u>
ADVANCED COMPUTERS:		\$2,538.35	\$4,637.45	\$15,851.45	\$75,404.42	3 years
Total Bid: \$98,431.67						
ALERT 360:	Install Cost	\$399.00	\$849.00	\$1,099.95	No Bid	Life of Contract
	Monthly	\$ 36.95	\$ 48.95	\$59.95		
INA ALERT:		\$5,095.41	\$7,378.03	\$11,224.26	\$70,714.39	5 years
Total Bid: \$94,412.09						

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

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

9. Rural Housing Initiatives

City Admin presented a review of multiple possible options for Rural Housing Initiatives.

10. Airport Land Lease Agreement

City Admin reviewed the proposed Lease Agreement for land at the airport and sought commission direction on issues of fuel, insurance, and structures.

11. City of Anthony Pavement Construction Award

Admin Kastens informed the Commission of the Pavement Construction Award the City won for the South Jennings Concrete project that will be recognized at the 42nd Annual Portland Cement Concrete Pavement Conference on February 24, 2022 in Kansas City. The award is presented by the Missouri/Kansas Chapter ACPA Kansas Department of Transportation. Mayor Cleveland volunteered to attend the ceremony to accept the award on behalf of the city.

12. Health Nuisance 414 S. Kansas Wohlschlegel 2022

The Commission reviewed the nuisance. A motion was made to approve the Findings of Facts and issue the order for 414 S Kansas.

Motion made by Mayor Cleveland, Seconded by Commissioner Eaton.

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

13. Approval to Submit Bid Request for Shop Lift

Admin Kastens sought approval to submit a request for bids for the Shop Lift that failed safety inspections last year. The lift is budgeted in 2022 for replacement. A motion was made to approve the request to submit bids for a lift for the shop.

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

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

STAFF REPORTS

14. Administrator Report

The Admin provided a written report on Golf Course Irrigation, Health Insurance Renewal, End of Year processes, Annual Audit, In-Town Regulator Station, ADA Boat Dock, Office Staffing, Walking Trails in HP CO, HP CO STRONG.

15. Chief of Police Report

We investigated a burglary and theft in the 500 Block of S Penn

We investigated a theft in the 200 block of N. 2nd

We investigated a burglary and theft in the 100 block of N. 4th

We investigated a minor accident at Madison and Main
We mailed out about 30 letters about possible code violations.

EXECUTIVE SESSION

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

At 7:45 p.m., Mayor Cleveland made a motion to go into Executive Session for five minutes until 7:50 p.m. to discuss Personnel Pursuant to “Personnel Matters of Non-Elected Personnel, K.S.A. 75-4319 (b) (1).” Commissioner Smith seconded the motion. Motion carried 5-0. Commissioner Hodson recused himself and left the meeting. The Commission chambers were cleared with the remaining Commissioners and City Administrator remaining present.

At 7:50 p.m., Mayor Cleveland made a motion to extend the executive session five minutes until 7:55 p.m. Commissioner Lanie seconded the motion. Motion carried 4-0.

At 7:55 p.m., Mayor Cleveland called the regular meeting back to order. No binding action.

ADJOURNMENT

A motion was made to adjourn the regular meeting.

Motion made by Mayor Cleveland, Seconded by Commissioner Lanie.

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

Gregory Cleveland, Mayor

Cyndra Kastens, City Clerk/Administrator



City Commission Special Meeting

Wednesday, February 09, 2022 at 6:00 PM
Commission Chambers, 124 S Bluff, Anthony, KS 67003

MINUTES

CALL TO ORDER

Mayor Cleveland called the February 9, 2022 Special Meeting to order.

ROLL CALL

PRESENT

Mayor Greg Cleveland
Commissioner Sherrie Eaton
Commissioner Kenny Hodson Jr.
Commissioner Jan Lanie
Commissioner Eric Smith

City Clerk/Admin Cyndra Kastens, Deputy City Clerk Sherri Miller, Police Chief Kenny Hodson, Water/WW Dept Head Terry Stark, Howard Hatfield, Sheri Francis, Joe Hall, Tony and Kathryn Duran.

ITEMS OF BUSINESS

1. Work Session on Building Codes

Admin Kastens updated the Commission on the history of the building code requirements for the City of Anthony and provided options for potential courses for future implementation. The Commission asked the Admin to research a moratorium until further time could be given to decide what's best for the City of Anthony.

2. Executive Session for 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 Personnel Pursuant to "Personnel Matters of Non-Elected Personnel, K.S.A. 75-4319 (b) (1)." Commissioner Smith seconded the motion. Motion carried 5-0.

The Commission chambers were cleared with the Commissioners and City Administrator remaining present.

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

ADJOURNMENT

Commissioner Hodson made a motion to adjourn the special meeting. Commissioner Smith seconded the motion. Motion carried 5-0.

Gregory Cleveland, Mayor

Cyndra Kastens, City Clerk/Administrator

Request for Payments

Federal Audit n/a - State funds

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

City of Anthony

Engineering Contract - \$163,500 (\$60,000-design, \$7,500 loan mgmnt, \$3,000 notice of intent, \$10,000 O&M and Final Plan Op, \$65,000 Const observation, \$8,000 staking, \$2,500 seepage test, \$7,500 Geo tech).

Construction Contract - \$Not yet bid.

Date: February 15, 2022

Payment Request Number: 3

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

	Date	Invoice#	Vendor:	Service:	Engineering	Construction	State Reimb	City's Share
1.	12/7/21	13515	EBH	Design	\$20,000.00			
2.	12/22/21		State of Kansas	Reimb Drawdown #1			\$20,000.00	
3.	1/3/22	13547	EBH	Design	\$15,000.00			
4.	2/15/22	13619	EBH	Design	\$15,000.00			
5.								
6.								
7.								
8.								
9.								
10.								
11.								
12.								
13.								
14.								
15.								
16.								
				DRAWDOWN TOTALS:	\$50,000.00	\$0.00	\$20,000.00	\$0.00

Total This Payment Request:

\$15,000.00

Total Billing to Date:

\$50,000.00

Total Reimbursement/Payment:

\$20,000.00

Total City Paid for Project:
Portion of Project Complete:

\$0.00
0.04

Approved by: _____

Greg Cleveland, Mayor

EXHIBIT E - REQUEST FOR DISBURSEMENT FROM KDHE REVOLVING LOAN PROGRAMS

INDICATE WHICH LOAN PROGRAM THIS REQUEST IS FOR:		KDHE PROJECT NUMBER (REFER TO LOAN AGREEMENT)	
KANSAS WATER POLLUTION CONTROL REVOLVING FUND <input checked="" type="checkbox"/>		KWPCRF PROJECT # C20 3005	
KANSAS PUBLIC WATER SUPPLY LOAN FUND _____		KPWSLF PROJECT # _____	
IS THIS THE FINAL DISBURSEMENT REQUEST FOR THIS LOAN?	RECIPIENT INFORMATION		
YES _____ NO <input checked="" type="checkbox"/>	NAME : City of Anthony, Kansas		
PAYMENT REQUEST NUMBER : 3	ADDRESS or PO box (include City, State, Zip) : PO Box 504 Anthony, KS 67869		
The undersigned hereby requests that the following amounts be disbursed for the following Project Costs as defined in the loan agreement:			
Classification	Invoice amounts (invoices must be attached)	Invoiced from (list payee(s))	Description
a. Administrative expense (loan admin services, publication fees, attorney fees, etc.)			
b. Engineering services expense	\$ 15,000.00		Design Eng/Survey
c. Land, easements (Not allowable under KWPCRF)			
d. Construction Contract Expense			
e. Equipment (by separate KDHE approved contract or procedure)			
f. Miscellaneous cost (not categorized above)			
g. Total of Invoices Submitted (sum of lines a thru f)	\$ 15,000.00		
h. Deductions for other sources of funding used (from grants or cash on hand)			
i. Total Disbursement Requested from KDHE * (Line g minus line h)	\$ 15,000.00		
CERTIFICATION: I hereby state and certify that: (i) the amounts requested, are or were necessary and appropriate in connection with the purchase, construction and installation of the Project, have been properly incurred and are a proper disbursement of the proceeds of the Loan and that an inspection has been performed and all work is in accordance with the terms of the Loan; have been paid or are justly due as stated above; and have not been the basis of any previous requisition from the proceeds of the Loan; (ii) all representations made in the Agreement remain true as of the date of this request; and (iii) no adverse developments affecting the financial condition of the Recipient or its ability to complete the Project or to repay the Loan have occurred.			
RECIPIENT NAME: City of Anthony, Kansas			
Signature of Authorized Certifying Official 			
Typed or Printed Name and Title Gregory Cleveland, Mayor			
Date Signed	Telephone (Area Code, number & ext.)	Email	
	620-842-5434	ckastens@anthonykansas.org	



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

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

January 26, 2022
Project No: R4032.1
Invoice No: 13619

Project R4032.1 Anthony WWTF Cell No. 1 Improvements 2021

Project Manager: Andrew Brunner

Professional Services from December 26, 2021 to January 22, 2022

Amount Due

Billing Phase	Fee	Earned
Design	50,000.00	50,000.00
Additional Services	0.00	0.00
KWPCRF	0.00	0.00
Administration		
Total Fee	50,000.00	50,000.00
	Previous Fee Billing	35,000.00
	Current Fee Billing	15,000.00
	Total Fee	15,000.00
	Total this Invoice	\$15,000.00

Outstanding Invoices

Number	Date	Balance
13547	1/3/2022	15,000.00
Total		15,000.00
	Total Now Due	\$30,000.00



THE SALINA SUPPLY COMPANY
302 N Santa Fe Ave.
Salina, KS 67401
Phone 785-823-2221 Fax 785-823-3532

Statement

CUSTOMER NUMBER	STATEMENT DATE
379	01/31/22
Remit To:	PAGE NO.
THE SALINA SUPPLY COMPANY PO Box 5100 SALINA, KS 67402-5100	1 of 1

BILL-TO CUSTOMER:

CITY OF ANTHONY
P O BOX 504
ANTHONY, KS 67003

RECEIVED

FEB 01 2022

By

DATE	INVOICE NUMBER	PURCHASE ORDER NUMBER	INVOICE AMOUNT	PAYMENTS/CREDITS	NET DUE
01/04/22	S100210573.001	PO #48929	3881.25		3881.25

RV Dump Wastewater Valve
34-50-4011

Dump Station

Approved \$3881.25 for RV Dump waste water valve
on 12/21/21

PREV BALANCE	PAYMENTS	CREDITS	PURCHASES	SERVICE CHARGE	NEW BALANCE
228.41	228.41	0.00	3881.25	0.00	3881.25
FUTURE	CURRENT	31-60 DAYS	61-90 DAYS	OVER 90 DAYS	
0.00	3881.25	0.00	0.00	0.00	

Want to save time? Send us a text at (785)823-2221!
All past due balances subject to SERVICE CHARGE of 1.50% per month.

A service charge of 1.5% (18%APR) applicable after 60 days.
COD after 90 days.
Payment due no later than 10th to claim available discount listed per
invoice. No discount on freight, sales tax, special order items or
miscellaneous charges.
Net 15th on balance due.



THE SALINA SUPPLY COMPANY
302 N Santa Fe Ave.
Salina, KS 67401
Phone 785-823-2221
Fax 785-823-3532

RECEIVED

JAN 06 2021

By _____



Item 3.

Invoice

INVOICE DATE	INVOICE NUMBER
01/04/2022	S100210573.001
REMIT TO: THE SALINA SUPPLY COMPANY PO Box 5100 SALINA, KS 67402-5100	
PAGE NO. 1 of 1	

BILL TO:

SHIP TO:

CITY OF ANTHONY
P O BOX 504
ANTHONY, KS 67003

CITY OF ANTHONY
124 SOUTH BLUFF
ANTHONY, KS 67003-2512

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON		
3473	PO #48929	RV DUMP- WASTEWATER	Curtis Kilian		
WRITER		SHIP VIA	TERMS	SHIP DATE	ORDER DATE
Jessi Kerchal		BEST WAY	Net 15th	01/04/2022	12/13/2021
ORDER QTY	SHIP QTY	DESCRIPTION		UNIT PRICE	EXT PRICE
3ea	3ea	D-025L A.R.I. 2" COMBINATION AIR VALVE FOR WASTEWATER, NYLON BODY, 2" THREADED INLET/1-1/2" THREADED OUTLET ****Special Order**** * * 3-4 WEEK LEAD TIME (PLEASE KEEP IN MIND THE CHRISTMAS AND NEW YEAR'S HOLIDAYS MAY PUSH THIS LEAD TIME BACK A LITTLE BIT.)		1293.750/ea	3881.25

Lake RV Dump

Invoice is due by 02/15/2022

Past Due invoices may be subject to 1.50% late charge.

Notify us immediately of any tax discrepancies.
All past due accounts COD after 90 days.
All returns subject to a restock fee. No stock returns after 90 days.
No returns on special order items.

Printed By: CSMITH on 1/6/2022 7:05:14 AM CST

Subtotal	3881.25
S&H Charges	0.00
Tax	0.00
Payments	0.00
Amount Due	3881.25

Concrete Enterprises, Inc.
South Plants
PO Box 394
Kingman, KS 67068

STATEMENT OF ACCOUNT

Item 3.

City of Anthony
P O Box 504
Anthony KS 67003-0504

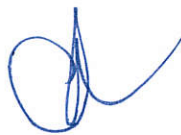
Date: 01/31/2022
Contact: 620-532-1165
Customer No: 3001354
Company Code: 3000

Page 1 of 1

Invoice Number	Description	Invoice Ref	Invoice Date	Current	(Overdue)		
					1 to 30 days	31 to 60 days	61 days & over
90420856	Invoice		01/31/2022	916.00	0.00	0.00	0.00
Totals				916.00	0.00	0.00	0.00
Total Due				916.00			

"ADA BOAT DOCK CONCRETE"
~~Concrete for ADA Dock~~

34-50-4010



Please Mail Your Remittance to:

Concrete Enterprises, Inc., PO Box 394, Kingman, KS 67068

BALANCE SHEET

CALENDAR 2/2022, FISCAL 2/2022

ACCOUNT NUMBER	ACCOUNT TITLE	PTD BAL.	YTD BAL
01-00-0010	GENERAL OPERATING	276,502.04	1,026,676.64
02-00-0010	WATER	33,292.36	1,067,198.20
03-00-0010	ELECTRIC	179,591.39	4,009,263.72
04-00-0010	SALES TAX & STATE FEES	902.40-	31,087.54
05-00-0010	SEWAGE DISPOSAL	24,665.15	327,489.03
10-00-0010	EMP INSURANCE/BENEFIT	73,475.64	341,350.42
12-00-0010	AIRPORT	19,165.80	158,834.95
14-00-0010	INDUSTRIAL DEVELOPMENT		22,557.65
16-00-0010	SERVICE DEPOSIT	900.00-	74,858.23
17-00-0010	SPECIAL STREETS & HIGHWAY		179,156.08
18-00-0010	PUBLIC RELIEF		25,985.63
19-00-0010	WATER UTILITY RESERVE	648.21	103,981.31
21-00-0010	WWTF LOAN 2000		278,316.68
23-00-0010	WATER DEBT SVC RESERVE S2013		166,496.78
24-00-0010	BOND & INTEREST	34,942.00	50,863.20
25-00-0010	LIBRARY	34,218.71	34,218.71
26-00-0010	RECREATION COMMISSION	24,808.62	104,632.32
29-00-0010	RECREATION	2,755.36	6,296.31
30-00-0010	MUNICIPAL EQUIPMENT RESERVE		111,417.71
32-00-0010	SPECIAL PARKS & RECREATION	23.10-	21,584.77
34-00-0010	CAPITAL IMPROVEMENT	2,982.81-	1,649,757.03
37-00-0010	GO BONDS S2010 POOL		15,009.50
40-00-0010	ELECTRIC UTILITY RESERVE		1,559,835.43
41-00-0010	EL UTIL S2017 REV BOND		1,246,135.16
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		175,873.17
71-00-0010	CASH CONTROL		157,950.48
75-00-0010	COSTS OF ISS.ELEC BONDS 2013		2,421.53
79-00-0010	IMP FUND GO TEMP S2014	30,000.00-	30,000.00-
81-00-0010	WASTEWATER LAGOON CLEANING		161,900.00
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
96-00-0010	WAYNE DENNIS FUNDS		32,526.16
97-00-0011	DT REVIT. REVOLVING LOAN		.56
98-00-0010	TRANSIENT GUEST TAX	1,520.03	12,199.58
		=====	=====
	PROOF	670,777.00	16,143,288.93
		=====	=====

CLAIMS REPORT

Check Range: 2/04/2022- 2/16/2022

#6106

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
GENERAL OPERATING					
ADVANCED COMPUTERS	POLICE DEPT NETWORK LABOR		85.00	46025	2/16/22
AFLAC	JAN BILL DUE FEB		219.27	1249304	2/15/22
ANTHONY FARMERS COOP	STREET SUPPLIES		16.00	46029	2/16/22
ANTHONY GOLF CLUB	PROP, LIAB, & WORK COMP INS		10,753.00	46030	2/16/22
ANTHONY REPUBLICAN	ZONING-OR # S-306		532.45	46031	2/16/22
ATMOS ENERGY	3018290028 FIRE DEPT NT GAS		1,780.92	46032	2/16/22
BUTLER COMMUNITY COLLEGE FOUND	DAVID YEAROUT/MEMORIAL		50.00	46033	2/16/22
CITY OF ANTHONY	REIMB FEB BCBS		2,312.48	46035	2/16/22
COMPLIANCE ONE	JAN'S MONTHLY CHARGE		6.00	46070	2/16/22
CORE & MAIN LP	GOLF IRR LINE		525.00	46037	2/16/22
CHRIS COX	BOOT REIMB		150.00	46038	2/16/22
EMERGENCY FIRE EQUIPMENT CO	HOSE/FLASHLIGHTS/EXHAUST		1,011.45	46040	2/16/22
GALAXIE BUSINESS EQUIPMENT INC	COPIER CONTRACT		91.07	46042	2/16/22
GENE'S HEARTLAND GOODS	WATER/CLEANING SUPPLIES		108.41	46043	2/16/22
GRAINGER	MAIN STREET TRASH CANS		163.60	46044	2/16/22
GREAT-WEST FINANCIAL	2/15/22 PR		508.21	1249300	2/15/22
HAZEL'S SHEET METAL INC	FILTERS, LIQUID ALIVE		376.22	46046	2/16/22
HOME LUMBER & SUPPLY INC	KINTCHEN SINK REPAIRS		50.01	46047	2/16/22
HUB INTERNATIONAL	FEB BROKER FEE		51.00	46045	2/16/22
IRS PAYROLL TAXES	2/15/22 PR		2,671.56	1249301	2/15/22
JUSTICE BATTERY CO.	SHARPEN CHAINGS		15.00	46049	2/16/22
KANSAS EMPLOYMENT SEC FUND	MENDOZA UNEMPLOYMENT		2,181.60	1249305	2/15/22
KANZA BANK	MARCH 2022 DURANGO		698.13	46050	2/16/22
KPERS	2/15/22 PR		2,183.42	1249299	2/15/22
KS DEPT OF REV-WITHHOLDING	2/1/22 & 2/15/22 PR		933.43	1249298	2/15/22
LARRY'S HOMETOWN MKT.	TIOLET PAPER, CLEANING		133.89	46055	2/16/22
LEAGUE OF KS MUNICIPALITIES	KOMA MEETING		18.75	46057	2/16/22
MATTHEW W RICKE ATTY AT LAW LL	DIVERSIONS		120.00	46058	2/16/22
NAPA AUTO PARTS ANTHONY	PARTS/SUPPLIES		2,209.68	46059	2/16/22
OFFICE PLUS OF KANSAS	PENS/PAPER/PAPER TOWELS		90.88	46061	2/16/22
PHIL'S REPAIR	POLICE CAR WASH FEES		15.00	46063	2/16/22
RICKE'S HOME CENTER, LLC	MAIN STREET TRASH CANS		51.98	46067	2/16/22
US BANK VOYAGER FLEET SYS	POLICE GAS		2,069.92	46072	2/16/22
VISA	VACUUM	125.12		1249296	2/15/22
VISA	LIGHTBAR CONTROL BOX DURANGO	170.42	295.54	1249297	2/15/22
WYATT TRASH SERVICE INC	MUNICIPAL HALL		276.00	46073	2/16/22

01	GENERAL OPERATING TOTAL		32,754.87		
WATER					
ADVANCED COMPUTERS	CITY BUILDING NETWORK LABOR		92.08	46025	2/16/22
AFLAC	JAN BILL DUE FEB		158.01	1249304	2/15/22
AMAZON CAPITAL SERVICES	CYNDRA CARD COLLECTOR		16.94	46027	2/16/22
ANTHONY FARMERS COOP	WATER PROD SUPPLIES		70.75	46029	2/16/22
ANTHONY REPUBLICAN	UTILITY BILLING HELP WANTED		17.73	46031	2/16/22
ATMOS ENERGY	3018386827 SHOP NAT GAS		901.31	46032	2/16/22
CAMPSPOT	JAN MARKETPLACE FEES		212.72	46034	2/16/22
CITY OF ANTHONY	REIMB FEB BCBS		5,735.76	46035	2/16/22
COMPLIANCE ONE	JAN'S MONTHLY CHARGE		3.00	46070	2/16/22
GALAXIE BUSINESS EQUIPMENT INC	COPIER CONTRACT		91.07	46042	2/16/22
GENE'S HEARTLAND GOODS	WATER/CLEANING SUPPLIES		109.35	46043	2/16/22
GREAT-WEST FINANCIAL	2/15/22 PR		52.03	1249300	2/15/22
HAZEL'S SHEET METAL INC	TAIL PIECE/PLUG		42.36	46046	2/16/22

CLAIMS REPORT

Check Range: 2/04/2022- 2/16/2022

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
HOME LUMBER & SUPPLY INC	MIS PARTS/SUPPLIES		73.32	46047	2/16/22
HUB INTERNATIONAL	FEB BROKER FEE		99.00	46045	2/16/22
IRS PAYROLL TAXES	2/15/22 PR		2,139.79	1249301	2/15/22
KANSAS ONE-CALL SYSTEM, INC.	JANUARY LOCATES		24.00	46052	2/16/22
KPERS	2/15/22 PR		1,620.10	1249299	2/15/22
KS DEPT OF REV-WITHHOLDING	2/1/22 & 2/15/22 PR		639.21	1249298	2/15/22
LARRY'S HOMETOWN MKT.	TOILET PAPER, CLEANING		29.53	46055	2/16/22
LD ENTERPRISES INC	WORK ORDER PADS		25.00	46056	2/16/22
LEAGUE OF KS MUNICIPALITIES	KOMA MEETING		18.75	46057	2/16/22
NAPA AUTO PARTS ANTHONY	PARTS/SUPPLIES		840.09	46059	2/16/22
NEWBERRY FAMILY AUTO	SEAL FOR WATER DEPT		9.88	46060	2/16/22
OFFICE PLUS OF KANSAS	PENS/PAPER/PAPER TOWELS		66.63	46061	2/16/22
PHIL'S REPAIR	WATER CAR WASH FEES		12.00	46063	2/16/22
PITNEY BOWES INC	POSTAGE METER LEASE		60.65	46062	2/16/22
POSTMASTER	POSTAGE FOR BILLS DUE MAR 10TH		137.00	46064	2/16/22
PRONTO TIRE & SERVICE, LLC	#22 TIRE REPAIR		18.00	46065	2/16/22
RURAL WATER DISTRICT #2	SPILLWAY LAKE		443.39	1249303	2/15/22
TELE-COMMUNICATIONS INC	ANSWERING SER4VICE JAN		90.00	46071	2/16/22
US BANK VOYAGER FLEET SYS	WATER GAS		800.12	46072	2/16/22
VISA	VACUUM		60.98	1249296	2/15/22
WYATT TRASH SERVICE INC	LAKE		205.00	46073	2/16/22
ACUITY SPECIALTY PRODUCTS, INC	PAPER TOWELS/HAND CLEANER		165.21	46074	2/16/22
02 WATER TOTAL			15,080.76		
ELECTRIC					
ADVANCED COMPUTERS	CITY BUILDING NETWORK LABOR		155.83	46025	2/16/22
AEROMET ENGINEERING INC	SMOKE SCHOOL LARRY & TATE		500.00	46026	2/16/22
AFLAC	JAN BILL DUE FEB		362.69	1249304	2/15/22
AMAZON CAPITAL SERVICES	CYNDRA CARD COLLECTOR		16.94	46027	2/16/22
JERRY ANGLE	1st 1/2 21-22 DEDUCTIBLE		750.00	46028	2/16/22
ANTHONY FARMERS COOP	ELEC DIST SUPPLIES		252.70	46029	2/16/22
ANTHONY REPUBLICAN	UTILITY BILLING HELP WANTED		17.73	46031	2/16/22
AT&T	PLANT PHONE:LONG DISTANCE		186.23	46024	2/16/22
ATMOS ENERGY	3018386827 SHOP NAT GAS		354.57	46032	2/16/22
BORDER STATES INDUSTRIES, INC	STOCK BULBS, WIRE #2		7,140.44	46054	2/16/22
CITY OF ANTHONY	REIMB FEB BCBS		11,323.97	46035	2/16/22
COMPLIANCE ONE	JAN'S MONTHLY CHARGE		3.00	46070	2/16/22
FARM & RANCH INC	BOOT REIMB NAAMAN CLARK		110.33	46041	2/16/22
GALAXIE BUSINESS EQUIPMENT INC	COPIER CONTRACT		91.07	46042	2/16/22
GENE'S HEARTLAND GOODS	WATER/CLEANING SUPPLIES		114.25	46043	2/16/22
GREAT-WEST FINANCIAL	2/15/22 PR		363.22	1249300	2/15/22
HOME LUMBER & SUPPLY INC	BROOM/MIS PARTS/SUPPLIES		74.65	46047	2/16/22
HUB INTERNATIONAL	FEB BROKER FEE		99.00	46045	2/16/22
INLAND TRUCK PARTS & SERV	#9 DIGGER PARTS		676.41	46048	2/16/22
IRS PAYROLL TAXES	2/15/22 PR		4,367.08	1249301	2/15/22
KANOKLA COMMUNICATIONS, LLC	P. PLANT INTERNET		62.00	46051	2/16/22
KANSAS ONE-CALL SYSTEM, INC.	JANUARY LOCATES		24.00	46052	2/16/22
KPERS	2/15/22 PR		3,189.82	1249299	2/15/22
KS DEPT OF REV-WITHHOLDING	2/1/22 & 2/15/22 PR		1,524.58	1249298	2/15/22
LARRY'S HOMETOWN MKT.	PAPER TOWELS		12.87	46055	2/16/22
LD ENTERPRISES INC	WORK ORDER PADS		25.00	46056	2/16/22
LEAGUE OF KS MUNICIPALITIES	KOMA MEETING		18.75	46057	2/16/22
NAPA AUTO PARTS ANTHONY	#14 PARTS		2,273.65	46059	2/16/22

CLAIMS REPORT

Check Range: 2/04/2022- 2/16/2022

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
OFFICE PLUS OF KANSAS	PENS/PAPER/PAPER TOWELS		97.07	46061	2/16/22
PITNEY BOWES INC	POSTAGE METER LEASE		60.65	46062	2/16/22
POSTMASTER	POSTAGE FOR BILLS DUE MAR 10TH		275.00	46064	2/16/22
QLT	OUTDOOR GONG		10.39	46066	2/16/22
RICKE'S HOME CENTER, LLC	CIRCUIT BREAKER/WIRE		13.46	46067	2/16/22
T & R ELECTRIC SUPPLY CO, INC	PAD MOUNTS		3,042.00	46069	2/16/22
TELE-COMMUNICATIONS INC	ANSWERING SER4VICE JAN		90.00	46071	2/16/22
US BANK VOYAGER FLEET SYS	ELECT DIESEL		1,251.55	46072	2/16/22
VISA	POLE SLING		297.10	1249296	2/15/22
WYATT TRASH SERVICE INC	POWER PLANT		122.00	46073	2/16/22
ACUITY SPECIALTY PRODUCTS, INC	PAPER TOWELS/HAND CLEANER		165.20	46074	2/16/22
03 ELECTRIC TOTAL			39,515.20		
SALES TAX & STATE FEES					
DIRECTOR OF TAXATION	JANUARY 2022		10,139.83	1249302	2/15/22
04 SALES TAX & STATE FEES TOTAL			10,139.83		
SEWAGE DISPOSAL					
ADVANCED COMPUTERS	CITY BUILDING NETWORK LABOR		92.09	46025	2/16/22
AFLAC	JAN BILL DUE FEB		83.11	1249304	2/15/22
ANTHONY FARMERS COOP	SEWER SUPPLIES		5.99	46029	2/16/22
ANTHONY REPUBLICAN	UTILITY BILLING HELP WANTED		17.74	46031	2/16/22
ATMOS ENERGY	3018972372 SEWER NAT GAS		259.59	46032	2/16/22
CITY OF ANTHONY	REIMB FEB BCBS		2,568.73	46035	2/16/22
COMPLIANCE ONE	JAN'S MONTHLY CHARGE		3.00	46070	2/16/22
GALAXIE BUSINESS EQUIPMENT INC	COPIER CONTRACT		91.05	46042	2/16/22
GENE'S HEARTLAND GOODS	WATER, CLEANING SUPPLIES/PAPER		19.68	46043	2/16/22
GREAT-WEST FINANCIAL	2/15/22 PR		19.04	1249300	2/15/22
HUB INTERNATIONAL	FEB BROKER FEE		51.00	46045	2/16/22
IRS PAYROLL TAXES	2/15/22 PR		715.12	1249301	2/15/22
KONICA MINOLTA BUSINESS SOLUTI	COPIER CONTRACT		13.98	46053	2/16/22
KPERS	2/15/22 PR		492.76	1249299	2/15/22
KS DEPT OF REV-WITHHOLDING	2/1/22 & 2/15/22 PR		237.96	1249298	2/15/22
LARRY'S HOMETOWN MKT.	PAPER TOWELS		12.87	46055	2/16/22
LD ENTERPRISES INC	WORK ORDER PADS		25.00	46056	2/16/22
LEAGUE OF KS MUNICIPALITIES	KOMA MEETING		18.75	46057	2/16/22
NAPA AUTO PARTS ANTHONY	BIG RED PARTS/SUPPLIES		490.12	46059	2/16/22
PITNEY BOWES INC	POSTAGE METER LEASE		60.65	46062	2/16/22
POSTMASTER	POSTAGE FOR BILLS DUE MAR 10TH		138.00	46064	2/16/22
US BANK VOYAGER FLEET SYS	PARKS GAS		345.32	46072	2/16/22
VISA	VACUUM		52.95	1249296	2/15/22
WYATT TRASH SERVICE INC	SEWER PLANT		60.00	46073	2/16/22
05 SEWAGE DISPOSAL TOTAL			5,874.50		
EMPLOYEE BENEFIT					
CITY OF ANTHONY	REIMB FEB BCBS		5,911.43	46035	2/16/22
10 EMPLOYEE BENEFIT TOTAL			5,911.43		

CLAIMS REPORT
Check Range: 2/04/2022- 2/16/2022

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
AIRPORT					
CITY OF ANTHONY	REIMB FEB BCBS		4.70	46035	2/16/22
KS DEPT OF REV-WITHHOLDING	2/1/22 & 2/15/22 PR		1.07	1249298	2/15/22
MATTHEW W RICKE ATTY AT LAW LL	AIRPORT CONTRACT		45.00	46058	2/16/22
RURAL WATER DISTRICT #2	221 W KS HWY 2		38.00	1249303	2/15/22
WYATT TRASH SERVICE INC	AIRPORT		30.00	46073	2/16/22

12	AIRPORT TOTAL		118.77		
RECREATION COMMISSION					
CITY OF HARPER	TROPHY/MEDAL COST FOR BASKETBL		181.70	46020	2/09/22
IRS PAYROLL TAXES	2/15/22 PR		83.60	1249301	2/15/22
KANSAS EMPLOYMENT SEC FUND	BANDY UNEMPLOYMENT		40.34	1249305	2/15/22
KS DEPT OF REV-WITHHOLDING	2/1/22 & 2/15/22 PR		16.64	1249298	2/15/22

26	RECREATION COMMISSION TOTAL		322.28		
SPECIAL PARKS & RECREATIO					
WYATT TRASH SERVICE INC	TENNIS COURTS		23.10	46073	2/16/22

32	SPECIAL PARKS & RECREATIO TOTAL		23.10		
CAPITAL IMPROVEMENT FUND					
CONCRETE ENTERPRISES, INC	ADA BOAT DOCK CONCRETE		916.00	46036	2/16/22
HOME LUMBER & SUPPLY INC	ADA BOAT DOCK SUPPLIES		302.75	46047	2/16/22
SALINA SUPPLY CO.	RV DUMP WASTEWATER VALVE		3,881.25	46068	2/16/22

34	CAPITAL IMPROVEMENT FUND TOTAL		5,100.00		
IMP FUND GO TEMP S2014					
EVANS-BIERLY-HUTCHISON & ASSOC WWTF CELL #1 C20-3005-01			15,000.00	46075	2/16/22

79	IMP FUND GO TEMP S2014 TOTAL		15,000.00		
			=====		
	Accounts Payable Total		129,840.74		

Anthony Library Library Appropriations \$ 644.00
F130,484.74

**CLAIMS REPORT
CLAIMS FUND SUMMARY**

FUND	NAME	AMOUNT
01	GENERAL OPERATING	32,754.87
02	WATER	15,080.76
03	ELECTRIC	39,515.20
04	SALES TAX & STATE FEES	10,139.83
05	SEWAGE DISPOSAL	5,874.50
10	EMPLOYEE BENEFIT	5,911.43
12	AIRPORT	118.77
26	RECREATION COMMISSION	322.28
32	SPECIAL PARKS & RECREATIO	23.10
34	CAPITAL IMPROVEMENT FUND	5,100.00
79	IMP FUND GO TEMP S2014	15,000.00

TOTAL FUNDS		129,840.74

\$130,484.74

PRUPDT00 Thu Feb 10, 2022 8:18 AM
 09.21.21 PAID THROUGH 2/06/2022

City of Anthony KS
 COST CENTER REPORT
 CALENDAR 2/2022, FISCAL 2/2022 DATES 2/06/2022 -- 2/15/2022

OPER: J D
 JRNL 3754
 2ND PROLL OF MONTH

PAGE Item 5.

C CTR DESCRIPTION	REG HRS	OT HRS	VAC HRS	SCK HRS	TOT HRS	REG AMT	OT AMT	VAC AMT	SCK AMT	TOT AMT	DEDUCTIONS
101 GEN. - ADM.	23.70	.00	.00	.00	24.00	1059.86	.00	.00	.00	1066.23	302.47
102 POLICE	236.00	.00	.00	.00	236.00	6027.92	.00	.00	.00	6027.92	1488.42
103 FIRE	3.00	.00	.00	.00	3.00	56.19	.00	.00	.00	56.19	.00
104 STREET	264.50	.00	.00	.00	272.00	5571.63	.00	.00	.00	5748.41	1106.39
105 GEN-ZONING	.00	.00	.00	.00	.00	156.54	.00	.00	.00	156.54	.00
230 WATER-LAKE	150.00	.00	.00	.00	150.00	2719.84	.00	.00	.00	2719.84	371.81
231 WATER-PRODUCTIO	15.50	.00	.00	.00	15.50	262.71	.00	.00	.00	262.71	.00
232 WATER-DISTRIBUT	349.45	.25	.00	.00	359.45	4616.11	6.84	.00	.00	4814.00	1474.16
233 WATER-COMM& GEN	65.21	.00	.00	.00	66.55	1921.17	.00	.00	.00	1948.73	.00
331 ELECTRIC-PROD	543.00	.00	.00	.00	576.00	6849.25	.00	.00	.00	7417.60	1290.30
332 ELEC-DISTRIBUTI	648.60	.00	.00	.00	689.10	8560.29	.00	.00	.00	9444.70	2137.10
333 ELECTRIC-COMM	74.61	.00	.00	.00	76.27	3210.59	.00	.00	.00	3245.15	103.83
533 SEWER-COMM & GE	12.48	.00	.00	.00	12.93	259.07	.00	.00	.00	268.62	.00
534 SEWER-TREATMENT	232.45	.00	.00	.00	241.20	2411.82	.00	.00	.00	2583.36	.00
2601 REC - GEN	33.00	.00	.00	.00	33.00	528.00	.00	.00	.00	528.00	.00
5102 OT GEN POLICE	.00	7.25	.00	.00	7.25	.00	182.16	.00	.00	182.16	.00
5104 OT GEN STREET	.00	.50	.00	.00	.50	.00	11.78	.00	.00	11.78	.00
5232 OT WATER DIST	.00	7.00	.00	.00	7.00	.00	291.25	.00	.00	291.25	.00
5233 OT WA COMM/GEN	.00	11.00	.00	.00	11.00	.00	332.39	.00	.00	332.39	.00
5331 OT ELEC PROD	.00	12.00	.00	.00	12.00	.00	408.10	.00	.00	408.10	.00
5332 OT ELEC DIST	.00	5.00	.00	.00	5.00	.00	176.89	.00	.00	176.89	.00
5534 OT SEWER TREAT	.00	7.00	.00	.00	7.00	.00	291.25	.00	.00	291.25	.00
6102 SHIFT GEN POLIC	.00	.00	.00	.00	80.00	.00	.00	.00	.00	40.00	.00
99999 DISTRIBUTED	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	562.84
TOTAL	2651.50	50.00	.00	.00	2884.75	44210.99	1700.66	.00	.00	48021.82	8837.32



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

FAA Form 5100-110, Request for FAA Approval of Agreement for Transfer of Entitlements

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.



OMB CONTROL NUMBER: 2120-0569
EXPIRATION DATE: 6/30/2023

Request for FAA Approval of Agreement for Transfer of Entitlements

In accordance with 49 USC § 47117(c)(2),

Name of Transferring Sponsor: City of Anthony, KS

hereby waives receipt of the following amount of funds apportioned to it under 49 USC § 47114(c) for

the: Name of Transferring Airport (and LOCID): Anthony Municipal Airport (ANY)

for each fiscal year listed below:

Entitlement Type (Passenger, Cargo or Nonprimary)	Fiscal Year	Amount
Nonprimary	19	\$ 150,000.00
Total		\$ 150,000.00

The Federal Aviation Administration has determined that the waived amount will be made available to:

Name of Airport (and LOCID) Receiving Transferred Entitlements:

Atkinson Municipal Airport

(PTS)

Name of Receiving Airport's Sponsor: City of Pittsburg, KS

a public use airport in the same state or geographical areas as the transferring airport for eligible projects under 49 USC § 47104(a).

The waiver expires on the earlier of 09/30/2022 (date) or when the availability of apportioned funds lapses under 49 USC § 47117(b).

For the United States of America, Federal Aviation Administration:

Signature: _____

Name: Jim Johnson

Title: Division Director

Date:

Certification of Transferring Sponsor

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this 3rd day of February 2022

Name of Sponsor: City of Anthony, KS

Name of Sponsor's Authorized Official: Cyndra Kastens

Title of Sponsor's Authorized Official: City Clerk/Administrator

Signature of Sponsor's Authorized Official: _____

Certificate of Transferring Sponsor's Attorney

I, Brandon T. Ritchie, acting as Attorney for the Sponsor do hereby certify that in my opinion the Sponsor is empowered to enter into the foregoing Agreement under the laws of the state of Kansas. Further, I have examined the foregoing 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 49 USC § 47101, et seq.

Dated at Kingman, Kansas
this 3rd day of February, 2022

(City, State),

Signature of Sponsor's Attorney: _____

City of Anthony

LEASE AGREEMENT

THIS Lease Agreement (“AGREEMENT”) is made and entered into effective as of the date of its execution by the last of the parties hereto to execute the same, by and between the City of Anthony, Anthony, Kansas (“LESSOR”), and _____ (“LESSEE”).

WITNESSETH:

Whereas, LESSOR owns and operates the Anthony Municipal Airport (“Airport”), and the LESSOR is willing to lease to the LESSEE certain premises hereinafter more fully described and located on said AIRPORT upon the terms and conditions stated herein.

NOW THEREFORE, in consideration of the covenants and agreements herein contained, LESSOR leases to LESSEE the real estate described as follows:

LEGAL DESCRIPTION,

Hereinafter referred to as the (“LEASED PREMISES”), subject to the provisions and for the consideration hereinafter stated.

1. **TERM:** The Term of this AGREEMENT commences on the ____ day of _____, 2014, and terminates on the ____ day of _____, 2054 (“INITIAL TERM”). Provided that the LESSEE is in compliance with all the terms and conditions of this AGREEMENT, LESSEE shall have the option to extend the INITIAL TERM of the AGREEMENT for one successive thirty (30) year period (“OPTION TERM”) upon written notice given to LESSOR not less than sixty (60) days prior to the last day of: (i) the Initial Term.

2. **USE OF THE LEASED PREMISES:** Allowable uses include: aircraft hangaring, tie down of the aircraft, aircraft maintenance, aircraft fueling or defueling, aircraft and parts sales, aircraft washing, other legal aeronautical business, and/or other related uses of the LESSEE. LESSEE hereby agrees that the LEASED PREMISES shall be utilized primarily for the following purpose(s): _____ and has submitted plans and specifications and received approval for such use. LESSEE shall not change this use without first submitting plans and specifications to make said request and obtaining LESSOR’S written consent and approval. The installation, operation and storage of flammable fuel and/or storage tanks is prohibited, if the fuel being stored is available on the airport from the LESSOR. The installation, operation and storage of flammable fuel and/or storage tanks for fuels other than those available from the LESSOR is permitted with the following conditions: 1) LESSEE must meet all current requirements and regulations for the storage and dispensing of fuel as set forth by KDHE; 2) LESSEE must meet all requirements as set forth in the LESSOR’s Spill Prevention Control and Countermeasure Plan for the airport; 3) no underground fuel storage is permitted, and 4) at such time that the LESSOR would begin to provide the fuel that the LESSEE is storing and dispensing, the LESSEE shall remove at their own expense all storage and dispensing equipment and facilities. Exemptions from the requirement to purchase fuel available on the airport can be granted for Agricultural Spray Operations due to simultaneous fueling and chemical loading needs. LESEE’s

receiving said exemption are still required to follow the installation, operation, and storage conditions listed above.

3. AIRPORT: LESSOR reserves the right (but shall not be obligated to LESSEE) to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport. LESSOR reserves the right further to develop or improve the landing area and all publicly owned air navigation facilities of the Airport as it sees fit, without interference or hindrance. LESSOR reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction.

4. RENT: LESSEE agrees to pay LESSOR as rent for the LEASED PREMISES \$0.05 per square foot annually equally \$_____ per annum during the INITIAL TERM of this AGREEMENT based on the LEASED PREMISES being _____ square feet. The rental payable by LESSEE maybe increased annually by a percentage amount equal to the percentage increase ("Increase") in the Consumer Price Index ("CPI"). The Increase in the CPI shall be measured by comparing (a) the CPI figure in effect on the first month of the applicable year against (b) the CPI figure in effect on the first day of the prior year of the AGREEMENT. In no event shall such annual increase exceed three percent (3%).

All payments shall be made in advance of the first day of each year to LESSOR or to such agents and at such places as LESSOR shall designate.

5. UTILITIES: LESSEE, at its expense shall pay for electricity, water, and gas ("UTILITIES") charges to the LEASED PREMISES. LESSOR shall not be liable under any circumstances for loss or injury to property or persons occurring through, in connection with, or incidental to the furnishing of UTILITIES.

6. ALTERATIONS: LESSEE shall make no alterations, additions, or improvements without first obtaining LESSOR'S written consent and approval of applicable plans and specifications prior to beginning any work. Unless otherwise provided by written agreement, all alterations, improvements, and changes be done at the cost of LESSEE, shall be the property of LESSEE, and shall remain upon and be surrendered with the LEASED PREMISES at the termination of this AGREEMENT if not removed or sold within 90 days of the date of notice of termination. All property remaining after said 90 days shall become property of the City of Anthony Municipal Airport.

7. MAINTENANCE: LESSEE agrees to and shall keep the LEASED PREMISES in good repair, and shall be responsible for making all necessary repairs except such as may be required as a result of damage caused by the negligent and/or willful acts of LESSOR, LESSOR'S officers, directors, representatives, employees, agents, servants, invitees, patrons, customers, contractors, vendors, subcontractors, passengers, successors, assigns, and/or suppliers. Subject to Article 10, LESSEE shall, at its sole cost and expense, make such repairs. The LESSOR will be responsible for mowing the LEASED PREMISES; however, the LESSEE shall be responsible for weed-eating and weed-control two (2) feet out from the buildings located on the LEASED PREMISES all the way around said buildings.

8. CONDITION OF PREMISES: LESSEE acknowledges and agrees that the LEASED PREMISES is in a good and tenantable condition, and LESSEE further agrees, at the termination of this AGREEMENT, to surrender the LEASED PREMISES to LESSOR in as good condition and repair as reasonable and proper use thereof during the term of this AGREEMENT will permit, ordinary wear and tear excepted. LESSOR shall keep and maintain in good order, condition, and repair the buildings located on the LEASED PREMISES.

9. LESSEE'S CONDUCT: It is understood and agreed that LESSEE will not knowingly use or permit upon the LEASED PREMISES anything that will invalidate any policies of insurance now or hereafter carried on the LEASED PREMISES or that will increase the rate of insurance on the LEASED PREMISES; that

LESSEE will not use or permit upon the LEASED PREMISES anything that may be dangerous to life or limb; that LESSEE will not in any manner deface or injure the LEASED PREMISES or any part thereof.

LESSEE agrees to comply with the laws of the United States, this State, all local ordinances and resolutions, and all rules and regulations adopted and/or amended from time to time by LESSOR or the FAA for the operation of the Airport and conduct on, in or around the LEASED PREMISES and the Airport. LESSEE agrees to timely make any report required by any governmental body or regulatory agency having jurisdiction of said Airport, said report to be made to the proper agency or governmental body with a copy to LESSOR.

LESSEE agrees to not overload the floors or permit anything to be done upon the LEASED PREMISES in any way creating a nuisance.

Within ten (10) days after receipt, LESSOR and LESSEE shall advise the other party in writing, and provide the other with copies of (as applicable), any notices alleging violation of any applicable laws relating to any portion of the LEASED PREMISES; any claims made or threatened in writing regarding noncompliance with applicable laws and relating to any portion of the LEASED PREMISES; or any governmental or regulatory actions or investigations instituted or threatened regarding noncompliance with any applicable laws and relation to any portion of the LEASED PREMISES.

10. INDEMNIFICATION: Except as expressly otherwise stated in this AGREEMENT, LESSEE covenants and agrees, as further consideration for this AGREEMENT that it shall indemnify, release and save harmless LESSOR, LESSOR'S officers, directors, representatives, employees and/or agents from and against any and all claims, costs, damages, suits, causes of action, judgments, loss of or damage to property, and/or injuries to or death of any person or persons sustained in, on or about the LEASED PREMISES or the Airport property, to the extent such loss arises from the negligent and/or willful acts of LESSEE, LESSEE'S officers, directors, representatives, employees, agents, servants, invitees, patrons, customers, contractors, vendors, subcontractors, passengers, successors, assigns and/or suppliers.

11. WAIVER OF LESSEE'S DAMAGES: LESSOR shall not be liable to LESSEE for any act or negligence of any of LESSOR'S tenants or by the owner or Lessee of adjoining or contiguous property to the LEASED PREMISES.

12. INSURANCE REQUIRED: LESSEE shall obtain and keep in full force during the term of this lease, including any extension thereof, liability insurance with limits of at least \$1,000,000 and property insurance in an amount sufficient to cover Section 13 of this AGREEMENT. The City of Anthony/Anthony Municipal Airport shall be listed as an additional insured on said insurance and a certificate verifying such shall accompany this lease at the time of signing.

13. DAMAGE TO PROPERTY: LESSEE shall, at LESSEE's expense, be responsible to repair, reconstruct, or remove any such structures owned by LESSEE, or repair any such land owned by LESSOR, in accordance with City Code requirements, which has been damaged by fire or other casualty and in the event of removal of such structures, return said property to original condition as described in section eight of this AGREEMENT.

14. ENTRY BY LESSOR OR AGENT: LESSEE shall permit LESSOR, its agents and representatives to enter the LEASED PREMISES by passkeys, or otherwise, to examine the same upon reasonable written notice and at reasonable times or to show the LAND to persons wishing to lease the same, and to place on the door and walls of the LEASED PREMISES a "For Rent" notice for two (2) months prior to the termination of the AGREEMENT if deemed necessary by LESSOR.

15. RE-ENTRY FOR BREACH – RE-LETTING: In the event of any breach or default of this AGREEMENT by LESSEE, then LESSOR, in addition to any other rights or remedies it may have, shall have the immediate right of re-entry and may remove all persons and property from the LEASED PREMISES. Such property may be removed and stored in any other place on LESSOR'S premises and facilities, or in any other place, for the account of, and at the expense and the risk of, LESSEE. LESSEE agrees LESSOR shall not be deemed guilty of trespass for such re-entry and hereby expressly waives and releases LESSOR of and from any loss or damage, which may be occasioned by such re-entry. Should LESSOR elect to re-enter, as herein provided, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, it may either terminate this AGREEMENT or it may from time to time, without terminating this AGREEMENT, re-let the LEASED PREMISES or any part thereof for such term or terms and at such rental or rentals and upon such other terms and conditions as LESSOR in its sole discretion may deem advisable, with the right to make alterations and repairs to the LEASED PREMISES. Rentals received by LESSOR from such re-letting shall be applied first to the payment of rent then due and unpaid hereunder; second, to the payment of any indebtedness, other than rent, due hereunder from LESSEE to LESSOR; third, to the payment of any cost of such re-letting; fourth, to the payment of the cost of any alterations and repairs to the LEASED PREMISES, and the residue, if any, shall be held by LESSOR and applied in payment of future rent as the same may become due and payable hereunder. Should such rentals received from such re-letting during any month be less than that agreed to be paid during that month by LESSEE hereunder, then LESSEE shall pay such deficiency to LESSOR. Such deficiency shall be calculated and paid monthly. No such re-entry or re-taking possession of the LEASED PREMISES by LESSOR shall be construed as an election on its part to terminate this AGREEMENT, unless a written notice of such intention be given to LESSEE, or unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any such re-letting without termination, LESSOR may at any time hereafter elect to terminate this AGREEMENT for such previous breach.

16. EVENTS OF DEFAULT: The following shall constitute a material default on the part of the LESSEE:

- (A) The failure of LESSEE to pay and deliver to LESSOR any LESSEE payment after same is due and within ten (10) days after written demand by LESSOR.
- (B) The failure of LESSEE to comply with any other provision of this AGREEMENT as soon as is reasonably practical and in any event within thirty (30) days after written demand by LESSOR, except that if any non-monetary failure is not capable of being cured within such thirty (30) day period, LESSEE shall be given a reasonable time to cure such failure so long as LESSEE has timely commenced curing such failure within the thirty (30) day period and thereafter diligently proceeds to completely cure such failure as soon as possible.
- (C) If any voluntary or involuntary petition or similar pleading under any section or sections of any bankruptcy act shall be filed by or against LESSEE or any voluntary or involuntary proceedings in any court shall be instituted to declare LESSEE insolvent or unable to pay LESSEE'S debts, and in the case of an involuntary petition or proceeding if same is not dismissed within ninety (90) days from the date it is filed, or if LESSEE makes an assignment for the benefit of its creditors, or if a receiver is appointed for any property of LESSEE or if LESSEE'S leasehold interest is levied upon under execution or is attached by process of law, and not discharged or dismissed within ninety (90) days, or LESSOR adequately secured by bond or otherwise.

17. BUILDING RESTRICTION LINE: This lease is made with the stipulation that if the improvements on the LEASED PREMISES are currently within the Building Restriction Line as of the date of the executed

LEASE AGREEMENT and need to be relocated or removed at a later date, then they will be moved at the LESSEE'S expense when necessary or required by the LESSOR, KDOT, FAA, or any other governmental entity with such jurisdiction to require the relocation or removal of the improvements. However, if the improvements on the LEASED PREMISES are not currently within the Building Restriction Line as of the date of the executed LEASE AGREEMENT but become part of a designated Future Building Restriction Line due to FAA requirement and/or the expansion of the Airport, then the improvements will be relocated to another location at the Airport at the LESSOR'S expense. In the event that it is not possible to relocate the improvements, then the LESSOR will purchase the LESSEE'S improvements on the LEASED PREMISES at fair market value, determined by the appraisal of the improvements by three appraisers, one selected each by the LESSOR and the LESSEE and the third selected by the two previously selected appraisers, with the appraisal being paid for by the LESSOR.

18. SUBLEASE, ASSIGNMENT, SALE OR TRANSFER: The LESSEE shall not sublease, assign, sell or transfer this contract agreement or any right hereunder to any person, corporation, or association, without prior written consent by the LESSOR. Such sublease, assignment, sale, or transfer without the prior written consent of the LESSOR shall be grounds, at the option of the LESSOR, for the LESSOR to immediately terminate this contract agreement.

19. ABANDONMENT: LESSEE shall not vacate or abandon the LEASED PREMISES at any time during the term of the AGREEMENT without the prior written consent of the LESSOR.

20. CONDEMNATION: If the whole or any part of the LEASED PREMISES shall be taken or condemned by any competent authority for any public or quasi-public use or purpose, then, and in that event, at LESSEE'S option, the term of this AGREEMENT shall cease and terminate from the date when the possession of the part so taken shall be required for such use or purpose, the award to be shared by LESSEE and LESSOR based upon the remaining term of the Lease. The current rental, however, shall in any case be apportioned in the same manner as provided hereinbefore in Section 13.

21. SIGNS: LESSEE shall not have the right to install signs on the LEASED PREMISES or anywhere else on the Anthony Municipal Airport premise without the written consent of the LESSOR. All signs shall comply with Federal Aviation Administration regulations and City of Anthony and Anthony Municipal Airport regulations.

22. WAIVER: The waiver by LESSOR of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of any subsequent breach of the same or other term, covenant, or condition herein contained. The acceptance of rent hereunder shall not be construed to be a waiver of any breach by LESSEE of any term, covenant, or condition of this AGREEMENT.

23. COMPLIANCE WITH LESSOR'S RULES AND REGULATIONS: LESSEE agrees to abide by all rules and regulations which LESSOR may issue from time to time for the purpose of safety and fire protection relating to the LEASED PREMISES.

24. TAXES: LESSEE shall pay all real estate taxes accruing against the LEASED PREMISES, if any, during the term of this AGREEMENT.

25. NOTICES: Any notices or demands required or permitted by law or any provision of this AGREEMENT, shall be in writing and mailed by United States mail, postage prepaid, registered or certified mail with return receipt requested, to the following addresses:

TO LESSOR:

City of Anthony
P.O. Box 504
Anthony, KS 67003

TO LESSEE:

NAME_____

ADDRESS_____

CITY, STATE ZIP CODE_____

26. GENERAL PROVISIONS:

- A. LESSEE shall not use, or permit the use of, the LEASED PREMISES, or any part thereof, for any purpose or use other than those authorized by this AGREEMENT.
- B. This AGREEMENT shall be governed by the laws of the State of Kansas.
- C. This AGREEMENT is made for the sole and exclusive benefit of the LESSOR and LESSEE, and is not made for the benefit of any third party.
- D. In the event of any ambiguity in any of the terms of this AGREEMENT, it shall not be construed for or against any party hereto on the basis that such party did or did not author the same.
- E. All covenants, stipulations and agreements in this AGREEMENT shall extend to and bind each party hereto, and its legal representatives.
- F. This AGREEMENT shall not become effective until it has been fully and properly executed by both parties hereto.
- G. The titles of the several sections of this AGREEMENT are inserted herein for convenience only, and are not intended and shall not be construed to affect in any manner the terms and provisions hereof, or the interpretation or construction thereof.
- H. The LESSEE and any of his or her representatives do hereby covenant and agree as a covenant running with the LEASED PREMISES that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this AGREEMENT for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the LESSEE shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.
- I. The LESSEE and any of his or her representatives do hereby covenant and agree as a covenant running with the LEASED PREMISES that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such LEASED PREMISES and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the LESSEE shall use the premises in compliance with all other requirements imposed by or pursuant

to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

- J. The provision of this AGREEMENT shall be severable and if any provision shall be invalid, void, or unenforceable, in whole or in part, for any reason, the remaining provisions shall remain in full force and effect; provided the purpose of the remaining valid, effective and enforceable provisions is not frustrated; and provided further that no party is substantially and materially prejudiced thereby.
- K. This AGREEMENT contains the entire agreement of the parties and supersedes any and all prior agreements between the parties, either written or oral, with respect to the transactions contemplated hereby. It may not be changed or terminated orally, but may only be changed by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension, renewal, discharge, or termination is sought.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day, month and year first above written.

LESSOR: City of Anthony

LESSEE: _____

Mayor

President

Date: _____

Date: _____

ATTEST:

WITNESS:

City Clerk/Administrator

Date: _____

Title: _____

Date: _____

HANGAR LEASE

THIS AGREEMENT, made and entered into this _____ day of _____, 2022 by and between ANTHONY MUNICIPAL AIRPORT, ANTHONY, KANSAS by THE CITY OF ANTHONY, a Municipal Corporation, Lessor, and _____, Lessee, **WITNESSETH:**

WHEREAS, Lessor is the owner of the Anthony Municipal Airport located within Harper County, Kansas, and is desirous of making available to the Lessee hangar space and the Lessee desires hangar space at the Lessor's Municipal Airport.

NOW, THEREFORE, in consideration of the foregoing and the terms and provisions of this agreement the Lessor hereby leases to the Lessee, Hangar _____ Located on Lessor's premises at Anthony Municipal Airport, in accordance with the following terms and provisions:

LESSOR AND LESSEE COVENANT AND AGREE, as follows:

1. Lessee agrees to pay to Lessor, for the use and occupation of said premises, rent as follows:

_____ Storage Month to Month Only	\$60.00 per Month
_____ Airplane Month to Month	\$75.00 per Month
_____ Airplane 6 Month Lease	\$300.00 per 6 Months
_____ Airplane 12 Month Lease	\$570.00 per 12 Months

Lessee shall pay as rental the sum of the lease price agreed upon and such rent shall be paid to the City of Anthony, P.O. Box 504, Anthony, Kansas 67003, in advance on the first day of each month or the first day of the 6th month or 12-month lease periods. Adjustments in said rental may be made by Lessor upon thirty (30) days notice.

2. The term of this lease shall be from the date of signing until the last day of the month, 6-month, or 12-month term selected. This lease can be terminated by either party, upon written notice of such termination at least thirty (30) days prior to the termination date. No pro-ration of the lease payment will be refunded for early termination.
3. Lessee shall use the hangar space solely for the purposes of storage and for no other purpose without the prior written consent of Lessor. Lessee shall not use hangar space for residential purposes and shall not store fuel on site.
4. Lessee further agrees to maintain the hangar space in a good state of repair and shall maintain all exterior area within fifteen (15) feet of the hangar in a reasonable clean, neat, and attractive condition.
5. Lessor shall not be responsible for any loss, damage, or inconvenience to any person or property that may occur in or on the leased premises or from the use thereof, however caused, that has not been the result of willful neglect or fault on the part of the Lessor. Lessor shall not be responsible for malfunction to the hangar doors due to inclement weather. The Lessee agrees to hold the Lessor harmless of and from any liability that may be occasioned by any such incidents.
6. Lessee shall obtain and keep in full force during the term of this lease, including any extension thereof, liability insurance with limits of at least \$1,000,000. The City of Anthony/Anthony Municipal Airport shall be listed as an additional insured on said policy and a certificate verifying such shall accompany this lease at the time of signing.

7. Lessee shall not re-lease or sub-lease premises, or any portion thereof, or assign this lease, without written consent of Lessor.
8. Lessor reserves all rights to enter the hangar space at time reasonably necessary.
9. Lessee shall deliver the premises to Lessor at the termination of the lease in as good condition as received, fair wear and tear excepted. Upon termination the Lessee shall immediately remove all the Lessee's property located thereon. **However, Lessor may deny Lessee access to personal property if Lessee is in default.**
10. Pursuant to K.S.A. 58-816 et seq., Lessor retains a lien on all personal property stored within each leased hangar space for rent, labor or other charges, and for expenses reasonably incurred in its sale. Any property stored in the leased hangar space may be sold to satisfy the lien if the Lessee is in default and any proceeds from the sale of the property which remain after satisfaction of the lien will be paid to the state treasurer if unclaimed by the Lessee within one year after sale of the property. A sale may be held after the Lessee is in default for more than forty-five (45) days and proper notification has been given.
11. If the Lessee fails to perform any of the terms and provisions of this lease the Lessor may, at Lessor's option, terminate this lease by giving the Lessee written notice of such termination. Upon such termination as therein provided, Lessee agrees to deliver possession of the premises as provided in paragraph 8 above. Any notice permitted or required hereunder to be given by Lessor to Lessee shall be given by United States certified mail, a return receipt requested, to Lessee at the Lessee's last known address.
12. This lease does not create a Bailor-Bailee relationship.
13. It is mutually agreed that all the covenants and agreements herein contained shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto and all persons claiming by, through or under the parties hereto.

IN WITNESS WHEREOF, we have hereunto subscribed our names the day and year first above written.

LESSOR

ANTHONY MUNICIPAL AIRPORT,
CITY OF ANTHONY, A Municipal
Corporation

Date _____ By _____
Gregory L. Cleveland, Mayor

ATTEST: _____
Cyndra Kastens, City Clerk/Administrator

LESSEE – BY: _____

Address: _____

Phone #: _____

KANSAS DEPARTMENT OF TRANSPORTATION - BUREAU OF LOCAL PROJECTS

CITY CONNECTING LINK IMPROVEMENT PROGRAM (CCLIP) APPLICATION

Program Category:	Pavement Restoration (PR)
Program Fiscal Year:	2025
Submittal Date:	2/8/2022

Name of City:	Anthony
County of Project Location:	Harper
Population of City:	2070
State Highway of Project:	Kansas Highway 44

Primary Contact Name and Title:	Cyndra Kastens
Contact Address:	124 S. Bluff, PO Box 504, Anthony, KS 67003
Phone:	620-842-5960
E-mail Address:	ckasten@anthonykansas.org
<u>Date of City Connecting Link (CCL) Resolution:</u>	10/24/2005
Is the CCL resolution accurate?	<input checked="" type="checkbox"/> Yes, it matches our current city limits <input type="checkbox"/> No, our city limits have changed

Project Location:

At the intersection of Kansas Highway 44 and Anthony Avenue.

Project Scope:

The proposed improvements will include removing the existing pavement, and constructing 10" concrete pavement over a 6" aggregate base. The existing curb and gutter, sidewalks, sidewalk ramps, and entrances will also be replaced. There are two valley gutters crossing on K-44 Highway, one on each side of Anthony Avenue. The existing concrete is broken up, and these valley gutters create a difficult crossing for longer vehicles. The new valley gutters will have a larger transition so the crossing will be smoother.

Project Length:	0.050	miles
------------------------	--------------	--------------

RR within 1/2 mile?	RR Company Name	No. of Tracks	Existing Crossing Protection
No			

Project Cost Estimate

	<i>Participating</i>	<i>Non-Participating</i>	<i>Total</i>	<i>Comments</i>
Preliminary Engineering (Design)	\$ 50,000.00	\$ -	\$ 50,000.00	
CE (Inspection)	\$ 95,000.00	\$ -	\$ 95,000.00	
Right of Way	\$ -	\$ -	\$ -	
Utility Adjustments	\$ -	\$ -	\$ -	
Construction Total	\$ 623,464.00	\$ -	\$ 623,464.00	
Grading	\$ 173,400.00	\$ -	\$ 173,400.00	
Surfacing (Concrete)	\$ 377,395.00	\$ -	\$ 377,395.00	
Signing and Pavement Marking	\$ 72,669.00	\$ -	\$ 72,669.00	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
	\$ -	\$ -	\$ -	
Total Estimated Project Cost	\$ 768,464.00	\$ -	\$ 768,464.00	

Program Maximum:	\$ 1,000,000.00
Allowable Project Maximum:	\$ 1,000,000.00 to not exceed Program Maximum
Local Share Percentage:	0%
KDOT Share Percentage:	100%

KANSAS DEPARTMENT OF TRANSPORTATION - BUREAU OF LOCAL PROJECTS

CITY CONNECTING LINK IMPROVEMENT PROGRAM (CCLIP) APPLICATION

Program Category:	Pavement Restoration (PR)
Program Fiscal Year:	2025
Submittal Date:	2/8/2022

Local Match (0%)	\$ -
Local Match over the Max	\$ -
Non-Participating	\$ -
Total Local Share	\$ -
Total Requested from KDOT	\$ 768,464.00

Coordination Information:

Describe any known KDOT or other projects that may need coordination:

Has the proposed project been discussed or reviewed by any KDOT field staff? (Yes or No)

Yes

If so, who?

A.J. Wilson, Area Engineer

Attachment Checklist:

- a. Project Map
- b. Detailed cost estimate

Completed applications should be emailed to:

KDOT.LPePlans@ks.gov

To confirm receipt, if you do not receive an email response, please follow up with a call to the Bureau of Local Projects at

**City of Anthony, Kansas
2022 CCLIP Application
Project Summary**

This project is located on Kansas Highway 44 at the intersection of Anthony Avenue. This section of roadway is two lanes of traffic with the pavement measuring 64 feet wide. The existing highway construction is 9" asphalt pavement with curb and gutter on both sides. This intersection has two concrete valley gutters, one on each side of Anthony Avenue.

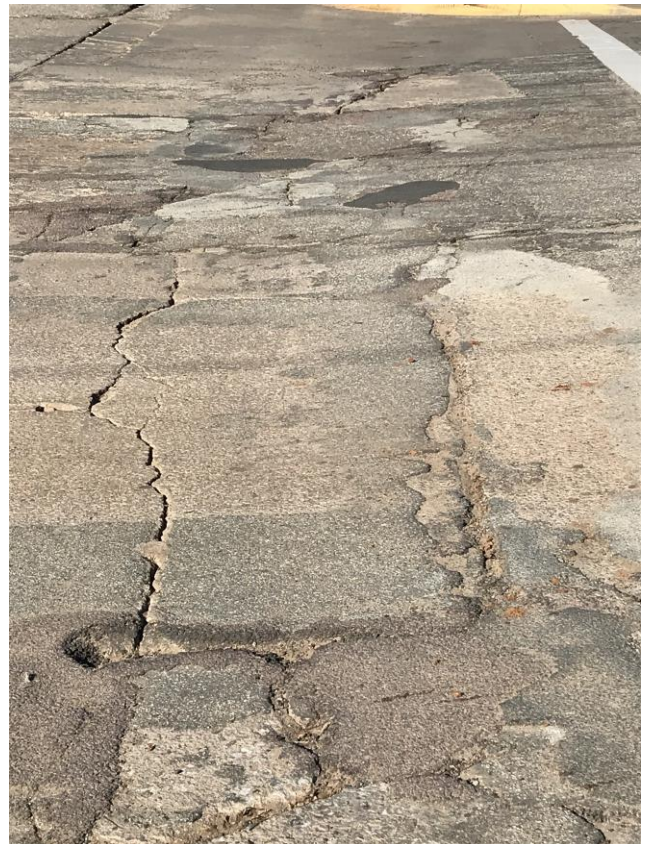
The existing concrete is broken up with a lot of cracks, potholes and patches. The transition into and out of the valley gutters is too steep for the width of the gutters, creating a rough crossing, especially for longer vehicles. In addition, the current sidewalk ramps are not up to current ADA standards.

The proposed improvements will include removing all of the existing concrete and asphalt pavement in the improvement area, and constructing 10" concrete pavement over a 6" aggregate base. The valley gutters will be replaced with a larger, flatter transition through the gutter to allow for a smoother crossing for the highway traffic. The existing curb and gutter, sidewalks, sidewalk ramps and entrances will also be replaced throughout the length of the project.

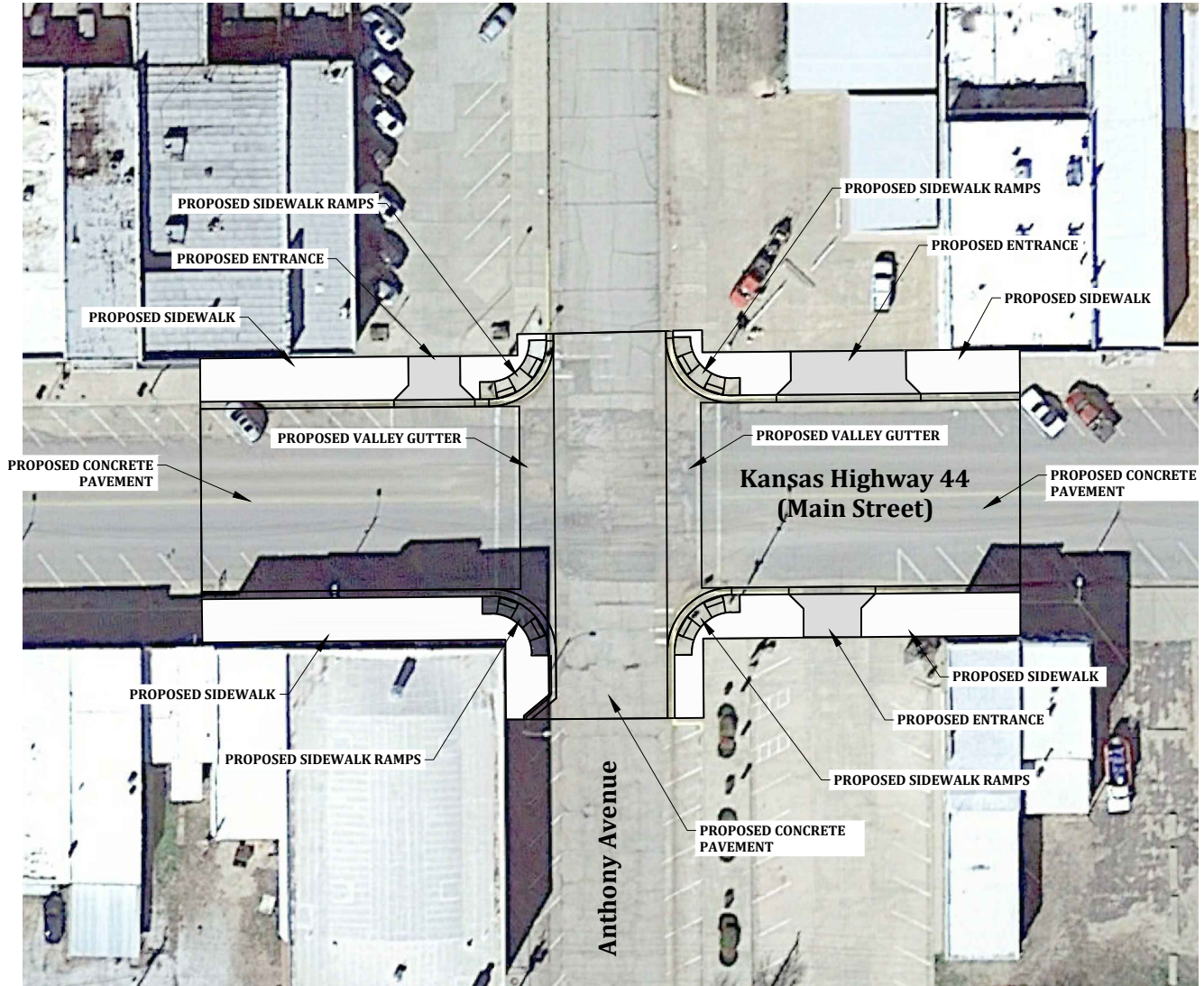
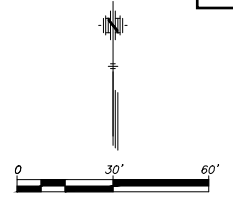
No major utility relocation or additional Right of Way is required.



Kansas Highway 44 west valley gutter



Kansas Highway 44 east valley gutter



PROPOSED IMPROVEMENTS
KANSAS HIGHWAY 44
ANTHONY, KANSAS

**OPINION OF PROBABLE COST
KANSAS HIGHWAY 44
CITY OF ANTHONY**

EBH ENGINEERS

2/8/2022

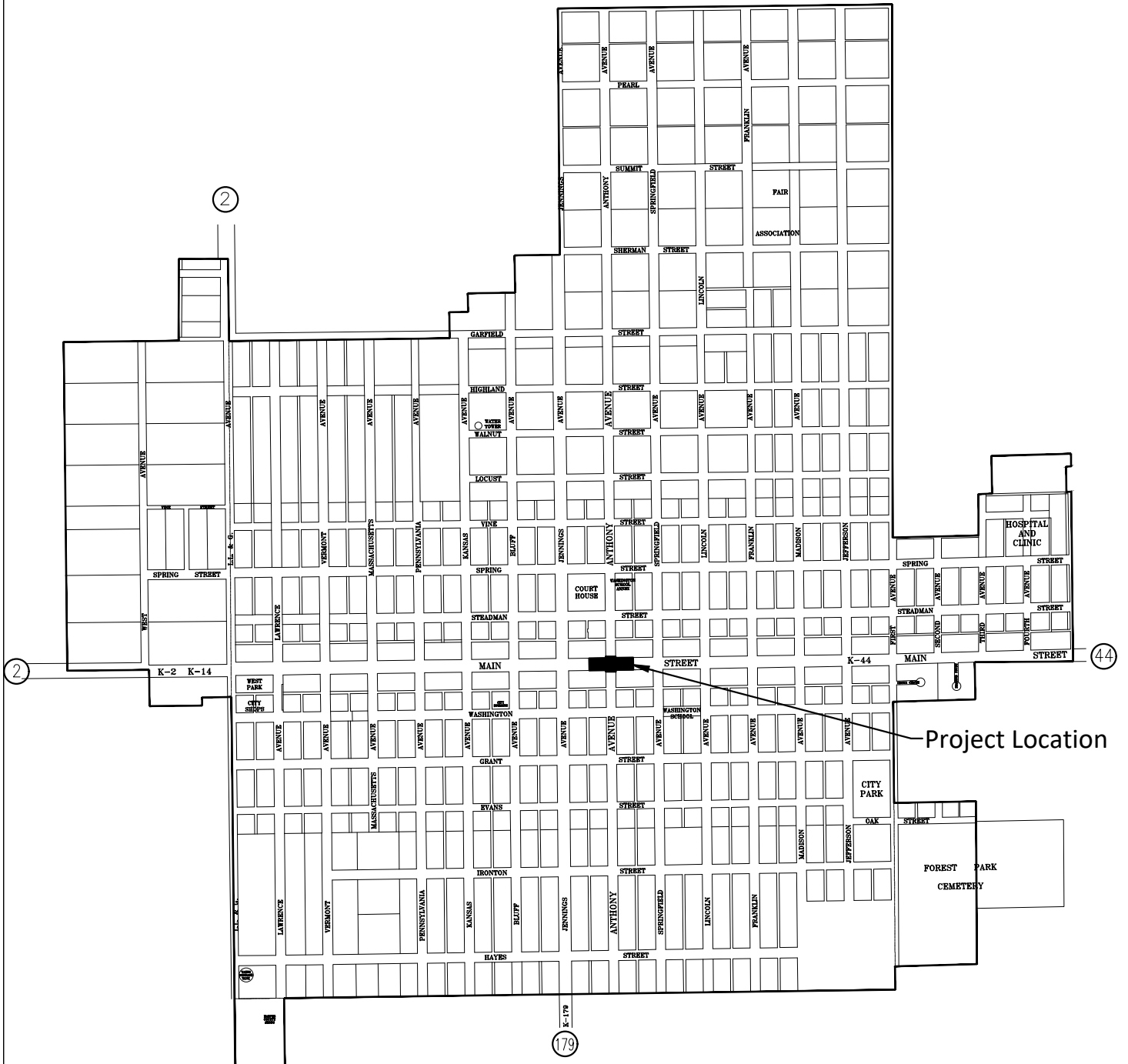
	<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
1	Mobilization	1	L.S.	\$60,000.00	\$60,000.00
2	Field Office and Lab. (Type C)	1	Each	\$3,000.00	\$3,000.00
3	Clearing and Grubbing	1	L.S.	\$2,000.00	\$2,000.00
4	Common Excavation	530	C.Y.	\$40.00	\$21,200.00
5	Rock Excavation	720	C.Y.	\$40.00	\$28,800.00
6	Compaction of Earthwork (Type B)(MR-90)	50	C.Y.	\$20.00	\$1,000.00
7	Water Grading (Set Price)	1	Mgal	\$35.00	\$35.00
8	Curb & Gutter, Combined (AE)	585	L.F.	\$42.00	\$24,570.00
9	Concrete Pavement (10" Uniform)(AE)(NRDJ)	2365	S.Y.	\$90.00	\$212,850.00
10	Concrete Pavement (6" Uniform)(AE)	140	S.Y.	\$80.00	\$11,200.00
11	Aggregate Base (AB-1)(6")	2365	S.Y.	\$22.00	\$52,030.00
12	Water (Aggregate Base)(Set Price)	1	Mgal	\$35.00	\$35.00
13	Adjustment of Valve Box (Water)	1	Each	\$1,500.00	\$1,500.00
14	Sidewalk Ramp	85	S.Y.	\$300.00	\$25,500.00
15	Sidewalk Construction (4")	635	S.Y.	\$65.00	\$41,275.00
16	Filter Sock (12" Rock)	100	L.F.	\$18.00	\$1,800.00
17	Mobilization, Emergency Erosion Control (Set Price)	1	Each	\$2,000.00	\$2,000.00
18	Pavement Marking (Multi-Component)(Yellow)(4")	1200	L.F.	\$3.00	\$3,600.00
19	Pavement Marking (Multi-Component)(White)(6")	1300	L.F.	\$4.00	\$5,200.00
20	Pavement Marking (Multi-Component)(White)(12")	472	L.F.	\$12.00	\$5,664.00
21	Traffic Control (Initial Set Up)	1	L.S.	\$20,000.00	\$20,000.00
22	Flagger (Set Price)	1	Hr.	\$30.00	\$30.00
23	Pvmt. Mrk. (Temp) 4" Solid (Type I Tape)	65	STAL	\$95.00	\$6,175.00
24	Pavement Marking Removal	2000	L.F.	\$1.00	\$2,000.00
25	Traffic Control	1	L.S.	\$30,000.00	\$30,000.00
26	Contractor Construction Staking	1	L.S.	\$5,000.00	\$5,000.00
	TOTAL CONSTRUCTION COSTS				\$566,464.00
	PLUS 10% CONTINGENCIES				\$57,000.00
	OPIONION OF PROBABLE COST				\$623,464.00

PRELIMINARY ENGINEERING/DESIGN	\$50,000.00
CONSTRUCTION ENGINEERING/INSPECTION	\$95,000.00
TOTAL ESTIMATED COST	\$768,464.00

Anthony, Kansas 2022 CCLIP Application Location Map



City of Anthony, Kansas



MINUTES
CITY TRANSIENT TAX COMMITTEE

The meeting was held on February 9, 2022, at 5:30 o'clock p.m. at the Anthony City Library.

Committee members in attendance were Brandon Bellesine, Susan Croft, Bette DeMeritt, Marcy Kastens, Charlie Gipple, BarBara Wright and Karen Younce.

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

Karen advised the committee that the account balance is \$12,199.58. This includes a 4th quarter distribution from the state in the amount of \$1,520.03.

After discussion, the committee considered the application submitted by Troy Lankton for the 23rd Annual Show & Shine Car Show to be held May 7, 2022, for \$3,100.00.

After discussion, it was moved by Susan Croft and seconded by Charlie Gipple to approve the application as submitted. Motion carried.

Since the application is an annual request, no Committee member will be present in person to present the committee's recommendation to the city commission for approval at the next commission meeting scheduled for February 15, 2022, at 6:00 p.m.

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

Marcy Kastens, Secretary

COURT REPORTING CASE REPORT

OFFN DATES: 01/01/2022-01/31/2022

FOR OFFICER CODES: B...

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
202200001	TWYMAN, ASHLEY V THOMPSON CHAD	1272	3/08/22 1/03/22	25.00 DOG AT LARGE	74.50	23.50	.00	123.00	123.00 1/26/22	.00
202200002	CEPEDA, CARLOS P MANNING HERMAN	4683	2/08/22 1/05/22	30.00 SPEEDING 10 MPH OVER	74.50	23.50	.00	128.00	128.00 1/18/22	.00
202200003	MITCHELL, PEGGY S MANNING HERMAN	4682	2/08/22 1/05/22	36.00 SPEEDING 11 MPH OVER	74.50	23.50	.00	134.00	134.00 1/24/22	.00
202200004	III, BERNARD H BROWN MANNING HERMAN	4850	2/08/22 1/07/22	84.00 SPEEDING 12 MPH OVER	74.50	23.50	.00	182.00	182.00 1/31/22	.00
202200005	WADEL, MARLIN D MANNING HERMAN	4851	2/22/22 1/11/22	36.00 SPEEDING 11 MPH OVER	74.50	23.50	.00	134.00	134.00 1/26/22	.00
202200006	BARNES, LACY J MANNING HERMAN	4852	2/22/22 1/17/22	.00 SPEEDING 10 MPH OVER	.00	.00	.00	.00	.00	.00
202200007	HUNTLEY, MATTHEW D MANNING HERMAN	4853	2/22/22 1/18/22	.00 SPEEDING 10 MPH OVER	.00	.00	.00	.00	.00	.00
202200008	JR., TOMMY J SHRIVER MANNING HERMAN	4855	2/22/22 1/19/22	.00 SPEEDING 13 MPH OVER	.00	.00	.00	.00	.00	.00
202200009	THADEN, BRIAN L MANNING HERMAN	4854	2/22/22 1/19/22	.00 SPEEDING 10 MPH OVER	.00	.00	.00	.00	.00	.00
202200010	MAGALLANES, DANIEL MANNING HERMAN	4857	2/22/22 1/20/22	.00 FTY AT STOP OR YIELD SIGN	.00	.00	.00	.00	.00	.00
202200011	HILGEMANN, AMANDA M MANNING HERMAN	4856	2/22/22 1/20/22	54.00 SPEEDING 14 MPH OVER	74.50	23.50	.00	152.00	152.00 1/21/22	.00
202200013	BERGMAN, ETHAN L MANNING HERMAN	4858	3/08/22 1/25/22	315.00 IMPROPER PASS SCH BUS/USE SIGN	74.50	23.50	.00	413.00	413.00 2/01/22	.00

COURT REPORTING CASE REPORT

OFFN DATES: 01/01/2022-01/31/2022

FOR OFFICER CODES: B...

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
202200014	THOMPSON, TYLER L MANNING HERMAN	4859	3/08/22 1/26/22	84.00 SPEEDING 14 MPH OVER	74.50	23.50	.00	182.00	.00	182.00
202200015	STRINE, THOMAS S MANNING HERMAN	4707	3/08/22 1/26/22	.00 SPEEDING 18 MPH OVER	.00	.00	.00	.00	.00	.00
202200016	ANDERSON, WYNN STERLING A MANNING HERMAN	4709	3/08/22 1/28/22	.00 SPEEDING 10 MPH OVER	.00	.00	.00	.00	.00	.00
202200017	COOPERRIDER, SHELLI R MANNING HERMAN	4711	3/08/22 1/28/22	.00 FTY AT STOP OR YIELD SIGN	.00	.00	.00	.00	.00	.00
202200018	HOSTETLER, DWIGHT K MANNING HERMAN	4708	3/08/22 1/28/22	30.00 SPEEDING 10 MPH OVER	74.50	23.50	.00	128.00	128.00 2/08/22	.00
202200019	NEWSOME, TATIYANA J MANNING HERMAN	4709B	3/08/22 1/28/22	.00 SPEEDING 12 MPH OVER	.00	.00	.00	.00	.00	.00
REPORT TOTALS								1,576.00	1,394.00	182.00

To: City Commissioners
From: Cyndra Kastens

Re: City Clerk/Administrator Report
2/15/22

CONSENT AGENDA

1. Approve Regular Meeting Minutes of February 1, 2022
2. Approve Special Meeting Minutes of February 9, 2022
3. Special Appropriations:

Fund #79 IMP Fund - EBH \$15,000 Cell 1 Repair Design C20-3005-01

Fund #34 Cap Lake Maint & Imp - Salina Supply \$3,881.25 RV Dump Supplies

Fund #34 Cap Lake Board - Concrete Enterprises \$916.00 Concrete

4. Appropriation Ordinance No. 6106 \$130,484.74
5. Approve Payroll 2.15.2022 \$48,021.82
6. Approve Transfer of FY22 FAA Entitlement Funds to Pittsburgh, KS

Since the city is not using our FY22 entitlement dollars we are donating them to Atkinson Municipal Airport in Pittsburg, KS. We donate the \$150,000 we did not use to Pittsburg and then we get another \$150,000 this year so that our bank stays at the max \$600,000. Remember, we cannot keep them anyway since you cannot bank over \$600,000, they would just be a loss and would not look good for Kansas funding to not get used.

7. Approval to Submit Bid Request for Electric Poles

Electric Poles: Here is the list of poles, the pole replacement is for the 1 mile of rural rebuild and the rest is for stock.

QUANTITY	CLASS	LENGTH	
20	3	35'	Pole Replacement Phase 1
5	3	40'	Pole Replacement Phase 1
40	3	35'	STOCK
10	3	40'	STOCK
5	3	45'	STOCK
Total: 60 CL3 35'			
15 CL3 40'			
5 CL3 45'			

PUBLIC HEARINGS - NONE

To: City Commissioners
From: Cyndra Kastens

Re: City Clerk/Administrator Report
2/15/22

REGULAR BUSINESS

8. Building Code Regulations and Procedures

Unfortunately, I do not have a legal answer for you yet. Hopefully I will hear from LKM tomorrow before the meeting to know what process a city can take to pause some portion of the building code enforcement process but as of the typing of this report I have not.

9. Airport Lease Agreements

I have heard back from the insurance companies, and I have incorporated the changes the Commission approved at the last meeting along with the insurance recommended by our property and liability companies.

10. Approve Submission of FY25 CCLIP KDOT Application Intersection of Main and Anthony \$768,464.00

A new round of grant applications is out and the Commission needs to decide if we want to try again for the intersection at Main and Anthony. This is a \$767,464.00 project. The city's match would be zero (unless there were some non-covered expenses such as moving a utility).

11. Transient Guest Tax Recommendation \$3,100 Troy Lankton for 2022 Annual Show & Shine Car Show

12. Municipal Court Report January 2022

13. Approve 2020 Transfer List

I need to finalize the transfer list, so it is not in the packet this evening. If I have time, I will send it email tomorrow, so you have a chance to review prior to approval.

Admin's Report:

1. 432 S Anthony – Still not done, sorry. I have not heard back from Brandon so I will circle back with him again.
2. Airport ALP – Well, it is done and approved! Finally! That only took over a year. The approval letter from the FAA is in your packet for reference. A copy of the ALP is on file at the city office if anyone wants to review it.
3. Health Insurance Renewal – Still working on options. Hope to present at the next meeting.
4. End of Year – We are super behind on the audit. Too many other fires have demanded time instead and now we are in a bind. This will have to take priority this week before they cancel on us and reschedule since we do not have all of our information in as of today.

To: City Commissioners
From: Cyndra Kastens

Re: City Clerk/Administrator Report
2/15/22

5. Department Activities:

Street – No report

Water/WW – No report

Electric Distribution -

Replaced air break dryer on #7

Prepared trucks for winter storm

Report of outage at 33 E. Cause was own breaker tripped

Cut low hanging tree limb at 32 E.

Replaced ballast and bulbs in shop

Installed 120 volt outlet at the fire station

Replaced light at 5 NW 80 Ave.

Locates

Turn On-Off Orders

Just Read Orders

Looked at decommissioning old 14.5 feeder line for Wheatland Electric 6 miles south and 1 mile west.

Looked at service at 407 N. West St for possible change out

Had KMU safety meeting

Installed sewer lift pump at Diamond Court

Worked on shop chain-link fence

Took down service at 508 S. Kansas

Cut trees for Street Dept. tree list

Removed catalyst doors on mufflers for Power Plant

Fixed Airport beacon

Moved obstruction light at Airport

Electric Production –

No report

Mechanic –

No report.



U.S. Department
of Transportation

**Federal Aviation
Administration**

Central Region
Iowa, Kansas
Missouri, Nebraska

901 Locust
Kansas City, Missouri 64106
(816) 329-2600

February 02, 2022

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

Dear Mrs. Kastens:

ALP Conditional Approval
Anthony Municipal (ANY), Anthony, KS

The Anthony Municipal Airport Layout Plan (ALP), prepared by EBH & Associates, P.A., and bearing the City's signature, is approved pursuant to Title 49 USC § 47107(a)(16), as amended by House Resolution 302, "FAA Reauthorization Act of 2018", Section 163(d). A signed copy of the approved ALP is enclosed. The ALP drawing set has been revised to reflect changes from the following projects and updates to airport design standards. This ALP set supersedes all other versions.

- Extension of Runway 18 end
- AIP No. 3-20-0002-011-2020
- AIP No. 3-20-0002-012-2020

The FAA Reauthorization Act of 2018, Section 163(d), has limited the FAA's review and approval authority for ALPs. The Act limits the FAA's authority to those portions of the ALP that:

- Materially impact the safe and efficient operation of aircraft at, to, or from the airport;
- Adversely affect the safety of people or property on the ground adjacent to the airport as a result of aircraft operations; or
- Adversely affect the value of prior Federal investments to a significant extent.

FAA's approval of this ALP is limited to existing facilities only (or those specific areas that FAA retains approval authority). The FAA has not made a determination on whether or not it retains review and approval authority for any proposed facilities depicted on the ALP associated with this letter (unless otherwise noted). Under Title 49 USC § 47107(a)(16) (as revised per section 163(d) of Pub.L. 115-254), FAA will separately determine whether it retains approval authority for each individual proposed facility depicted on an ALP before construction occurs. Although Section 163(d) has limited the FAA's review and approval authority of proposed projects

depicted on an ALP, airport sponsors must continue to maintain an up-to-date ALP in accordance with Federal law, 49 USC § 47107(a)(16).

All on-airport development shall be submitted pursuant to Section 163 to determine the requirements of the National Environmental Policies Act of 1969 (PL 91-190). Approval of the plan does not indicate that the United States will participate in the cost of any development proposed. AIP funding requires evidence of eligibility and justification when a funding request is ripe for consideration.

Although future structures on or near the airport may be in conformance with the ALP, all future alterations or new structures will be subject to the notice provisions of Federal Aviation Regulations (FAR) Part 77. Aeronautical study (no. 2015-ACE-25-NRA) remains applicable to this ALP.

The FAA has only limited means to prevent the construction of structures near an airport. The airport sponsor has the primary responsibility to protect the airport environs through such means as local zoning ordinances, property acquisition, avigation easements, letters of agreement, or other means.

When construction of any proposed structure or development indicated on the plan is undertaken, such construction requires normal 45-day advance notification to FAA for review in accordance with applicable Federal Aviation Regulations (i.e., Parts 77, 157, 152, etc.). More notice is generally beneficial to ensure that all statutory, regulatory, technical, and operational issues can be addressed in a timely manner.

The conditionally approved electronic ALP set (pdf) is attached. Copies of this letter and the conditionally approved ALP electronic file will be furnished to the KDOT Division of Aviation and your consultant.

If you have any questions, you may contact me at (816) 329-2646 or at jason.knipp@faa.gov.

Sincerely,

Jason Knipp
Kansas Planner

Digitally signed by
JASON W KNIPP
Date: 2022.02.02
'11:33:34 -06'00



Enclosure: ALP Drawing Set

CC: Darin Neufeld, P.E., EBH & Associates, P.A.
Robert Brock, KDOT Division of Aviation

To: Anthony City Commission

Re: Chief of Police report

From: Kenny Hodson

Date: 02-15-2022

We arrested Victor sleeper on a warrant and for possession of Meth

We investigated an ID theft in the 100 block of N. 4th

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

We investigated one minor traffic accident due to the slick roadway

We along with the Harper PD and Harper County SO executed a search warrant on three rooms of the Sky Palace motel and arrested six people on drug charges